

ESTTA Tracking number: **ESTTA704835**Filing date: **10/27/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

## Petition for Cancellation

Notice is hereby given that the following party requests to cancel indicated registration.

### Petitioner Information

Name	Nature Path Inc. dba The Theta Healing Institute of Knowledge		
Entity	Corporation	Citizenship	Idaho
Address	690 North Meridian Road Suite 209 Kalispell, MT 59904 UNITED STATES		

Attorney information	Stephen D. Weisskopf Weisskopf Law 1800 Century Park East Suite 600 Los Angeles, CA 90067 UNITED STATES sweisskopf@weisskopfllaw.com Phone:310-734-2026
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### Registrations Subject to Cancellation

Registration No	3884514	Registration date	11/30/2010
Registrant	International Theta Healing Association 1112 Montana Ave #243 Santa Monica, CA 90403 UNITED STATES		

### Goods/Services Subject to Cancellation

Class 035. First Use: 2009/08/17 First Use In Commerce: 2009/08/17

All goods and services in the class are cancelled, namely: association services, namely, providing a professional organization that promotes the interests of theta healing practitioners, theta healing teachers and theta healing masters; association services, namely, promotion of the interests of theta healing practitioners, theta healing teachers and theta healing masters

### Grounds for Cancellation

<i>Torres v. Cantine Torresella S.r.l. Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)		
Abandonment	Trademark Act section 14		
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.	Trademark Act section 14		
Priority and likelihood of confusion	Trademark Act section 2(d)		
Dilution	Trademark Act section 43(c)		
Registration No	3805078	Registration date	06/15/2010
Registrant	International Theta Healing Foundation 1112 Montana Ave #243 Santa Monica, CA 90403		

	UNITED STATES
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## Goods/Services Subject to Cancellation

Class 036. First Use: 2009/11/22 First Use In Commerce: 2009/11/22

All goods and services in the class are cancelled, namely: Charitable foundation services, namely, providing scholarships and grants for theta healing seminars, providing fund raising activities and financing to support theta healing research, and providing fund raising activities and financing to support theta healing services for those in need

## Grounds for Cancellation

Deceptiveness	Trademark Act section 2(a)		
<i>Torres v. Cantine Torresella S.r.l. Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)		
Abandonment	Trademark Act section 14		
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.	Trademark Act section 14		
Registration No	3849730	Registration date	09/21/2010
Registrant	School of DNA Theta Healing, Inc. 5348 Vegas Drive Las Vegas, CA 89108 UNITED STATES		

## Goods/Services Subject to Cancellation

Class 044. First Use: 2007/12/09 First Use In Commerce: 2008/03/01

All goods and services in the class are cancelled, namely: Alternative medicine therapy in the field of energy healing and energy consultation services

## Grounds for Cancellation

Deceptiveness	Trademark Act section 2(a)		
<i>Torres v. Cantine Torresella S.r.l. Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)		
Abandonment	Trademark Act section 14		
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.	Trademark Act section 14		
Registration No	3560198	Registration date	01/13/2009
Registrant	School of DNA Theta Healing, Inc. 5348 Vegas Drive Las Vegas, CA 89108 UNITED STATES		

## Goods/Services Subject to Cancellation


Class 041. First Use: 2007/12/09 First Use In Commerce: 2008/03/01

All goods and services in the class are cancelled, namely: Life coaching services in the field of personal development, professional development, and performance; Education services, namely, providing mentoring, tutoring, classes, seminars and workshops in the field of health, healing, energy healing, energy medicine, wellness, spirituality, religion and metaphysics


## Grounds for Cancellation


Deceptiveness	Trademark Act section 2(a)
<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)
Abandonment	Trademark Act section 14
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.	Trademark Act section 14

### Marks Cited by Petitioner as Basis for Cancellation

U.S. Registration No.	3798383	Application Date	04/10/2009
Registration Date	06/08/2010	Foreign Priority Date	NONE
Word Mark	THETAHEALING		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 016. First use: First Use: 2000/08/16 First Use In Commerce: 2000/08/16 Educational publications, namely, books in the fields of psychic healing Class 041. First use: First Use: 2000/08/16 First Use In Commerce: 2000/08/16 Education services, namely, providing seminars in the field of psychic healing Class 044. First use: First Use: 2000/08/16 First Use In Commerce: 2000/08/16 Providing in-person energy healing services		


U.S. Registration No.	3949716	Application Date	04/10/2009
Registration Date	04/26/2011	Foreign Priority Date	NONE
Word Mark	THETA HEALING		

Design Mark	
Description of Mark	The mark consists of a stylized figure representing a double strand of DNA with horizontal highlights and circular shadows superimposed on a shield, above a scroll with the words "THETA HEALING".
Goods/Services	Class 041. First use: First Use: 2008/07/07 First Use In Commerce: 2008/07/07 Education services, namely, providing seminars in the field of psychic healing

U.S. Registration No.	3751475	Application Date	04/10/2009
Registration Date	02/23/2010	Foreign Priority Date	NONE
Word Mark	THETAHEALER		
Design Mark			
Description of Mark	NONE		
Goods/Services	Class 041. First use: First Use: 2004/07/26 First Use In Commerce: 2006/02/11 Education services, namely, providing seminars in the field of psychic healing Class 044. First use: First Use: 2004/07/26 First Use In Commerce: 2004/10/26 Providing in-person energy healing services		

U.S. Registration No.	3792134	Application Date	04/10/2009
Registration Date	05/25/2010	Foreign Priority	NONE



		Date	
Word Mark	THETA HEALING THINK THETA HEALING INSTITUTE OF KNOWLEDGE		
Design Mark			
Description of Mark	The mark consists of a stylized figure representing a double strand of "DNA" with horizontal highlights and circular shadows superimposed on a shield, above a scroll with the words "THETA HEALING", below the logo the word "THINK" appears in large stylized font above a line, under which the wording "THETAHEALING" appears in medium stylized font, with the wording "INSTITUTE OF KNOWLEDGE" appearing in smaller font at the bottom.		
Goods/Services	Class 041. First use: First Use: 2008/07/07 First Use In Commerce: 2008/07/07 Education services, namely, providing seminars in the field of psychic healing		

Attachments	77711530#TMSN.png( bytes ) 77711951#TMSN.png( bytes ) 77711792#TMSN.png( bytes ) 77711958#TMSN.png( bytes ) Petition for Cancellation.pdf(3563449 bytes ) Exs. A-H to Petition.pdf(1385001 bytes ) Ex. I to Petition.pdf(3657310 bytes ) Ex. J to Petition.pdf(2979087 bytes )
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## Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by Overnight Courier on this date.

Signature	/Stephen D. Weisskopf/
Name	Stephen D. Weisskopf
Date	10/27/2015

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8 Attorneys for Petitioner

9 NATURE PATH INC. dba THE THETA HEALING

10 INSTITUTE OF KNOWLEDGE

11 **IN THE UNITED STATES PATENT AND**  
12 **TRADEMARK OFFICE BEFORE THE TRADEMARK**  
13 **TRIAL AND APPEAL BOARD**

14 **In re Registration No.: 3884514**

15 Mark: INTERNATIONAL THETA HEALING ASSOCIATION

16 Registered: 11/30/2010

17 International Class: 35

18 **In re Registration No.: 3805078**

19 Mark: INTERNATIONAL THETA HEALING FOUNDATION

20 Registered: 6/15/2010

21 International Class: 36

22 **In re Registration Nos.: 3849730, 3560198**

23 Marks: MARINA ROSE SCHOOL OF DNA THETA HEALING

24 Registered: 9/21/2010; 1/13/2009

25 International Class: 44, 41

26 NATURE PATH INC., dba THE THETA  
27 HEALING INSTITUTE OF KNOWLEDGE

28 Petitioner

-against-

SCHOOL OF DNA THETA HEALING,  
INC., INTERNATIONAL THETA HEALING  
ASSOCIATION, and INTERNATIONAL  
THETA HEALING FOUNDATION

Registrants

Cancellation No.:

**PETITION FOR CANCELLATION**

1 NATURE PATH INC., dba THE THETA HEALING INSTITUTE OF  
2 KNOWLEDGE ("Petitioner"), a corporation organized and existing under the laws of Idaho,  
3 located at 690 N. Meridian Rd Suite 209, Kalispell, MT 59904, believes that it is damaged by the  
4 Subject Registrations below and hereby petitions to cancel the same:

5 **In re Registration No.: 3884514**

6 Mark: INTERNATIONAL THETA HEALING ASSOCIATION

7 Registered: 11/30/2010

8 International Class: 35

9 First Use: 2009

10 (See Exhibit A attached hereto)

11 **In re Registration No.: 3805078**

12 Mark: INTERNATIONAL THETA HEALING FOUNDATION

13 Registered: 6/15/2010

14 International Class: 36

15 First Use: 2009

16 (See Exhibit B attached hereto)

17 **In re Registration Nos.: 3849730, 3560198**

18 Marks: MARINA ROSE SCHOOL OF DNA THETA HEALING

19 Registered: 9/21/2010; 1/13/2009

20 International Class: 44, 41

21 First use: 2007 and 2008

22 (See Exhibit C and D attached hereto)

23 Petitioner was founded by Vianna Stibal in the late 1990s. Ms. Stibal wrote several  
24 books, ultimately titled "THETA HEALING," all of which detailed her personal journey with  
25 various health issues in the mid-1990s and a meditation technique (aka energy healing  
26 technique) that she developed that turned her health around. In August 2000, Petitioner began  
27 using the trademark THETA HEALING on its THETA HEALING books and educational  
28 materials, as well as seminars and in-personal services. In 2008, Petitioner created a division  
and called it the "Theta Healing Institute of Knowledge" to teach her THETA HEALING  
technique to others and to educate the world about this incredible technique.

Petitioner began licensing her THETA HEALING trademarks in or about 2006-2007  
for use by certain members of Petitioner's THETA HEALING technique and services.  
Petitioner has secured registrations in many countries throughout the world for her THETA

1 HEALING trademark and THETA HEALER trademark and has members in over 150  
2 countries worldwide. Petitioner is the owner of the following United States  
3 trademarks/service mark registrations as set forth below (“Petitioner's Trademarks”):

4 THETAHEALING  
16. 41. 44  
5 Reg. No. 3798383  
Registered 4/10/2009  
6 First Use 8/16/2000  
(See Exhibit E attached hereto)

7  
8 THETA HEALING  
16. 41. 44  
9 Intl Reg. No. 1001032  
Registered 4/10/2009  
10 First Use 6/8/2000  
(See Exhibit E attached hereto)

11 THETA HEALING (DESIGN)  
12 41  
Reg. No. 3949716  
13 Registered 4/10/2009  
First Use 7/26/2004  
14 (See Exhibit F attached hereto)

15 THETA HEALER  
41. 44  
16 Reg. No. 3751475  
Registered 2/23/2010  
17 First Use 10/26/04; 7/26/04  
18 (See Exhibit G attached hereto)

19 THETA HEALING  
THINK THETA HEALING INSTITUTE OF  
20 KNOWLEDGE  
IC 41  
Reg. No. 3792134  
21 First Use 7/7/2008  
Registered 5/28/2010  
22 (See Exhibit H attached hereto)

- 23  
24 1. Upon information and belief, Registrants were founded by and are operated by the  
25 same individual, Marina Benvenga (“alias” Marina Rose) (hereinafter “Ms.  
26 Benvenga”) who caused the Subject Registrations to be filed by the respective  
27 corporate Registrants.  
28

- 1 2. Specifically, upon information and belief, Ms. Benvenga first became aware of the  
2 THETA HEALING technique in or about 2007 when she enrolled in seminars with  
3 Vianna Stibal and/or licensed practitioners of the THETA HEALING technique. After  
4 Ms. Benvenga took her first THETA HEALING seminar, she continued to take  
5 seminars for several years from Petitioner and ultimately obtained the title of  
6 “Certificate of Science” – the highest level of designation for the THETA HEALING  
7 technique – which offered her the opportunity to have a school and teach others the  
8 THETA HEALING technique.
- 9 3. Upon information and belief, Marina Benvenga executed multiple trademark license  
10 agreements with Petitioner Nature Path, Inc. dba the Theta Healing Institute of  
11 Knowledge on or about 2007-2008 and continued to operate the licensed “School of  
12 DNA THETA HEALING” under the trademark terms and conditions issued by  
13 Petitioner. (*See* Exhibit I attached hereto.)
- 14 4. In or about 2008-2009, Ms. Benvenga applied for approval from Petitioner to start a  
15 THETA HEALING school to teach others Petitioner's THETA HEALING technique as  
16 a licensed practitioner/instructor of Petitioner. That school was called the “Marina  
17 Rose School of DNA THETA HEALING.” The services offered were simply education  
18 and seminars on the THETA HEALING technique. Marina Rose was teaching others  
19 how to practice to become a THETA HEALER or THETA HEALING practitioners  
20 using Petitioner's copyrighted materials and trademarks pursuant to the licensing terms  
21 and control of Petitioner.
- 22 5. Registrant “School of DNA Theta Healing” and Marina Benvenga aka Marina Rose  
23 operated under the terms and conditions of multiple license agreements (as updated  
24 from time to time), which terms included the following:
  - 25 A. You agree to use the marks only in the form and manner, which we  
26 may prescribe from time to time, and only with appropriate legends as we  
27 may from time to time prescribe. You agree that you will not use any of  
28 the licensed marks in combination with any other trademarks or service  
marks. We reserve the right to alter or quit using our existing trademarks,  
and adopt new trademarks. We reserve the right to instruct you to cease  
using a particular trademark that we have altered or quit using. If we



1 determine that you are using one of the licensed marks in a way which in  
2 our sole opinion causes an injury of any kind to Nature Path, Inc., the  
3 ThetaHealing practice, other practitioners, teachers, students, or the value  
4 of the licensed trademarks, we reserve the right to limit your use of the  
5 marks, direct you in specific ways in which the mark may or may not be  
6 used, or revoke your right to use a mark altogether.

7 B. You acknowledge and agree that the trademarks identified in  
8 Section 2 above, and all other marks used by us, are valid trademarks and  
9 service marks of Nature Path, Inc., whether registered or not in the United  
10 States or any other country. You agree not to challenge the validity of the  
11 marks in the United States or any other country. You agree that you will  
12 not attempt to register in any country a mark that is based on, derived  
13 from or an imitation of any of our marks. You agree that any and all  
14 rights that you may acquire by use of the marks licensed to you in this  
15 agreement or elsewhere shall inure to the sole benefit of Nature Path, Inc.  
16 You agree to execute all papers we may reasonably request in order to  
17 further registration of, or to maintain registration of, or to renew, our  
18 marks, or to record you as a licensed and registered user of our marks, in  
19 any country in which you may reside or in which you use the marks.

20 C. If you have filed any application for registration in any country for  
21 a mark which related to any name or mark which, in our sole opinion, is  
22 confusingly similar to one of our marks, or deceptive or misleading, you  
23 shall immediately abandon that application or, in our discretion, assign it  
24 to us. If you have registered a domain name in any country, which  
25 consists of, in whole or in part, any of our trademarks, you shall  
26 immediately abandon that registration or transfer ownership of it to us, or  
27 sign an additional license agreement permitting you to use it. If it is  
28 necessary for us to file an action of some sort in opposition to your  
application proceedings, we may at our discretion require you to  
reimburse us for costs incurred in doing so, including attorney fees if  
necessary.

18 D. Upon termination of this Agreement, you will no longer teach or  
19 instruct, or use any of the licensed trademarks for any purpose. You are  
20 to remove from all computers any stored electronic copies of any manuals  
21 or other materials given to you, and to return to us any CDs or other  
22 storage media we gave you at the time of this class or afterward  
23 containing electronic files of such materials. You will cease holding  
24 yourself as a Theta Healer or practitioner or teacher of the Theta Healing  
25 Technique. You will not teach any classes based on or derived from any  
26 of our copyrighted materials, including but not limited to class materials,  
27 books or other publications. You agree you will not claim any kind of  
28 partnership, joint venture or other concerted business relationship with  
Nature Path, Inc., or Vianna Stibal. (See Exhibit J attached hereto.)

6. The services registered for Registration Nos.: 3849730, 3560198 for the trademark  
MARINA ROSE SCHOOL OF DNA THETA HEALING in IC 044 were "alternative  
medicine therapy in the field of energy healing and energy consultation services; and in  
IC 041 were "life coaching services in the field of personal development, professional

1 development, and performance; Education services, namely, providing mentoring,  
2 tutoring, classes, seminars and workshops in the field of health, healing, energy  
3 healing, energy medicine, wellness, spirituality, religion and metaphysics” and the first  
4 use date was 12-09-2007. (See Exhibits C and D.) Registrant filed this application  
5 with fraud on the Trademark Office because Registrant knew or should have known  
6 that all of the services cited in these registrations were not in use in interstate  
7 commerce at the time it filed the registrations and declarations of use. Registrant  
8 further committed willful fraud on the Trademark Office because it filed these  
9 registrations as the “owner” when it knew that the “owner” was the Petitioner and the  
10 marks were subject to a license agreement – i.e., the SCHOOL OF DNA THETA  
11 HEALING provided Petitioner’s copyrighted THETA HEALING seminars via Ms.  
12 Benvenga as a licensed THETA HEALING instructor.

13 7. Registrant committed additional fraud on the Trademark Office in filing the Section 8  
14 and 15 affidavits because not all of the services were in use in interstate commerce at  
15 the time of that filing.

16 8. Upon information and belief, the School's services, as registered, violated the license  
17 agreement between Petitioner and Marina Benvenga insofar as the license agreement  
18 only authorized Registrant and Ms. Benvenga to use the trademark “Marina Rose  
19 School of DNA THETA HEALING” solely in connection with her licensed use – i.e.,  
20 teaching THETA HEALING seminars, education for THETA HEALING seminars and  
21 providing in-person THETA HEALING services and not life coaching, professional  
22 development, medical or other listed services. The majority of the services listed by  
23 Registrant in Registration Nos.: 3849730, 3560198 were not approved use by Petitioner  
24 and were never actually used by Registrant in interstate commerce, as Petitioner only  
25 licensed and monitored the specific use by Registrant for these registrations.

26 9. If Registrant was not using the trademark on all of the registered services, then the  
27 applications should be cancelled due to abandonment, non-use, and/or fraud on the  
28 Trademark Office. If Registrant can prove continuous use in interstate commerce of all

1 of the services cited by Registrant, then Registrant has violated the license agreement  
2 and scope of permitted use by Petitioner and should be cancelled due to priority,  
3 likelihood of confusion, and fraud.

- 4 10. In or about 2009, the International THETA HEALING Corporation and the  
5 International THETA HEALING Foundation, under the direct ownership and control of  
6 Ms. Benvenga, caused the following applications to be filed:

7 In re Registration No.: 3884514  
8 Mark: INTERNATIONAL THETA HEALING  
9 ASSOCIATION  
10 Registered: 11/30/2010  
11 International Class: 35  
12 First Use: 2009  
13 (See Exhibit A attached hereto)

14 **In re Registration No.: 3805078**  
15 Mark: INTERNATIONAL THETA HEALING  
16 FOUNDATION  
17 Registered: 6/15/2010  
18 International Class: 36  
19 First Use: 2009  
20 (See Exhibit B attached hereto)

- 21 11. The INTERNATIONAL THETA HEALING ASSOCIATION (ITHA) and  
22 INTERNATIONAL THETA HEALING FOUNDATION trademark applications  
23 (ITHF) were filed in error because when they were filed, Registrants did not have  
24 permission to use or register the subject applications from Petitioner. These  
25 trademarks incorporated Petitioner's THETA HEALING trademark and were  
26 intended for and used in 2013 by Registrant in connection with Petitioner's THETA  
27 HEALER and THETA HEALING services.

- 28 12. Upon information and belief, in or about 2009-2010, Registrants, via Ms. Benvenga,  
approached Petitioner and requested permission to use the ITHA and ITFH  
trademarks and to form an official THETA HEALING Association and an official  
THETA HEALING Foundation to support Petitioner's THETA HEALING members.  
It is important to note that there was no use in interstate commerce during this time.  
Similarly, the only individuals that can join ITHA or ITFH were Petitioner's THETA



1 HEALING practitioners or students and licensed THETA HEALERS. Allowing  
2 these registrations to remain on the register will cause a likelihood of confusion,  
3 perpetuate fraud on the public and damage to Petitioner.

4 13. In lieu of filing an Opposition or Cancellation proceeding between 2009-present,  
5 Petitioner decided to enter into negotiations with Registrants regarding formation of  
6 the entities identified in Paragraph 8 above. It took the parties' six years to negotiate  
7 an operating agreement and it still was never finalized as the duties to be completed  
8 were never finished. The Operating Agreement for ITHA specifically regarded the  
9 assignment of Subject Registrations to Petitioner.

10 14. An Operating Agreement for ITHA was signed in or about May 2012, but the parties  
11 failed to finalize their respective duties under that agreement.

12 15. In early 2015, the failure by Ms. Benvenga and Mr. Nousala (Ms. Benvenga's  
13 husband and other member) to comply with the terms of the ITHA Operating  
14 Agreement between 2012-2015 caused Petitioner's owners - Vianna and Guy Stibal -  
15 to withdraw from LLC and subsequently cancel all prior license agreements between  
16 Petitioner and Registrants and Marina Benvenga.

17 16. Upon information and belief, Registrant "International Theta Healing Association"  
18 was filed with the Nevada Secretary of State on November 13, 2009, but a valid  
19 Operating Agreement was not signed until May 2, 2012. The company was not  
20 conducting business in interstate commerce in 2009 and the trademark certainly was  
21 not in use in interstate commerce at that time. The website did not begin use until  
22 June 24, 2013. The registration should be cancelled due to abandonment, non-use  
23 and/or fraud.

24 17. Registrants cite the first use in commerce as 08-17-2009 for Reg. No. 3884514  
25 INTERNATIONAL THETA HEALING ASSOCIATION and 11-22-2009 for Reg.  
26 No. 3805078 for INTERNATIONAL THETA HEALING FOUNDATION. (See  
27 Exhibits A and B.) Those dates of first use under Section 1A were fraud on the  
28

1 public as the use was not in interstate commerce – rather it was merely the filing of a  
2 corporation with the Nevada Secretary of State.

3 18. Upon information and belief, the INTERNATIONAL THETA HEALING  
4 FOUNDATION trademark has never been in use in interstate commerce and should  
5 be cancelled for non-use/abandonment and fraud.

6 19. The continued registration of the INTERNATIONAL THETA HEALING  
7 FOUNDATION AND INTERNATIONAL THETA HEALING ASSOCIATION by  
8 Registrants (as controlled and directed by Ms. Benvenga) will harm Petitioner and  
9 further constitutes willful infringement and is causing actual confusion by  
10 consumers, inter alia, as to source, sponsorship and affiliation with Petitioner.

11 20. In 2015, Petitioner formally cancelled all prior license agreements for the Subject  
12 Registrations and for Petitioner's registered trademarks and sent multiple cease and  
13 desist letters were sent to Registrants and Ms. Benvenga.

14 21. Petitioner hereby seeks to cancel all of the Subject Registrations, as it believes that it  
15 will be damaged if they are allowed to remain.

16 **COUNT I – Priority and Likelihood of Confusion**

17 22. Petitioner incorporates by reference the allegations contained in Paragraphs 1-21  
18 hereinabove.

19 23. Petitioner's Trademarks have been sold and used in interstate commerce as early as  
20 2000 – seven years before Registrant's use. Petitioner has continuously used,  
21 advertised, promoted and offered it's goods/services under Petitioner's Trademarks  
22 continuously in interstate commerce since the date of first use and long before  
23 Registrant's use of the Subject Registrations, and continues to do so do this date.

24 24. Registrants' trademark "MARINA ROSE SCHOOL OF DNA THETA HEALING"  
25 were licensed to Registrants' by Petitioner between 2008-2015 and the license  
26 agreements were cancelled in early 2015. No license agreements were filed by  
27 Registrants or proper assignment documents were filed by Registrants with the  
28 Trademark Office.

1  
2 25. Registrants' trademarks as registered are incorporate Petitioner's trademarks with the  
3 intention of having consumers identify the Subject Registrations as Petitioner's  
4 goods/services being offered by a licensee of Petitioner's THETA HEALING  
5 technique.

6 26. Marina Benvenga first became aware of Petitioner's trademarks before she caused the  
7 Subject Registrations to be filed by her corporate aliases in 2008 and after she signed a  
8 license agreement with Petitioner. She filed the Subject Registrations to provide the  
9 licensed services of Petitioner and to create organizations to support Petitioner's  
10 THETA HEALING members and to deliberately trade off of the goodwill previously  
11 established by Petitioner's THETA HEALING and THETA HEALER trademark  
12 portfolio.

13 27. In view of the prior license agreements between Petitioner and Registrants and the  
14 subsequent termination of same, the continued use and registration of the Subject  
15 Registrations will cause a likelihood of confusion, mistake or deception to purchasers  
16 as to the source of Registrant's services and goods and therefore it is requested that the  
17 Subject Registrations be cancelled.

18 28. The continued registration of the Subject Registrations will be likely to cause  
19 confusion, mistake and deception within the meaning of Section 2d of the Act, whereby  
20 the purchasing public will believe that Registrant's services emanate from or are  
21 associated with Petitioner's services, all to the detriment of Petitioner and Petitioner  
22 will be damaged if the Subject Registrations remain as registered.

23 29. In fact, Registrant's continued registration and use is causing actual confusion and  
24 deception in the purchasing public.

25 **COUNT II – ABANDONMENT/NON-USE**

26 30. Petitioner incorporates by reference the allegations contained in Paragraphs 1-29  
27 hereinabove.  
28

- 1 31. Upon information and belief, Registrant has discontinued continuous use and  
2 advertising in the public, with the exception of maintaining a School of DNA THETA  
3 HEALING website and an INTERNATIONAL THETA HEALING ASSOCIATION  
4 website – neither of which are authorized to offer any of the advertised goods/services  
5 under the THETA HEALING trademarks because the license agreements were  
6 terminated in 2015.
- 7 32. Upon information and belief, Registrant ceased using the School of DNA THETA  
8 HEALING trademarks in interstate commerce as early as 2014 and certainly was not  
9 using these trademarks in January 2015 in interstate commerce on all of the  
10 goods/services listed in these registrations as set forth in the Declarations of Use.  
11 Therefore, Registrant has abandoned all use in interstate commerce of the Subject  
12 Registrations.
- 13 33. Upon information and belief, the Registrant of the ITHA trademarks never used the  
14 trademark in interstate commerce when the application was initially filed, and failed to  
15 commence use in interstate commerce continuously since that date. The last use date  
16 reflected in the public records (other than having one face page of a website listed) was  
17 June 2013. The Registrant is not currently active with the Nevada Secretary of State  
18 and is in “default” status such that it’s business license has been revoked and it is not a  
19 corporate “person” entitled to own a trademark registration because it cannot sue in a  
20 court of law given it’s defaulted status.
- 21 34. Upon information and belief, the Registrant of the ITHF trademark never used this  
22 mark in interstate commerce. There was no website and no foundation was ever set up  
23 formally.
- 24 35. Upon information and belief, Registrants’ of the ITHA and ITHF trademarks never  
25 used those marks in interstate commerce in 2009 or even in 2010. Registrants’ have a  
26 website up for the ITHA trademark but have not used or advertised this mark in  
27 interstate commerce since late 2013.
- 28

1 36. Petitioner is damaged by continued registration of the Subject Registrations based on  
2 the abandonment of the continuous use in interstate commerce by Registrants. In fact,  
3 Registrants are no longer corporations in good standing with the State of Nevada – they  
4 are in default status - which further indicates abandonment of the marks.

5  
6 **COUNT III – FRAUD 15 U.S. Code § 1064 et al.**

7 37. Petitioner incorporates by reference the allegations contained in Paragraphs 1-36  
8 hereinabove.

9 38. Registrant School of DNA Theta Healing fraudulently declared in executing the  
10 respective Declarations under penalty of perjury (Initial Declarations and Section 8 and  
11 15 Affidavits) that it was the registered owners of the trademarks after knowing the  
12 terms of the license agreement between Petitioner and Marina Benvenga. Registrant  
13 failed to file the license agreement with the Trademark Office and intended that the  
14 Trademark Office rely on its deliberate statement of ownership as truthful when  
15 registering the marks.

16 39. Registrants' were not using the School of DNA Theta Healing trademarks on all of the  
17 goods/services at the time they were registered or upon the filing of the Section 8 and  
18 15 Affidavits. Registrants' of the ITHA and ITHF marks knew these marks were not  
19 yet in use in interstate commerce and have not been in use in interstate commerce since  
20 the filing of those registrations. The ITHA and ITHF trademarks were not in use in  
21 2009 or 2010. The declarations were made with fraud and intent to deceive the  
22 Trademark Office in order to obtain the Subject Registrations.

23 40. The Marina Rose School of DNA Theta Healing trademarks were filed with a fraud on  
24 the Trademark Office because at the time they were filed, the Registrant was under a  
25 license agreement with Petitioner to offer licensed THETA HEALING services under  
26 that trademark, which was not disclosed to the Trademark Office. Registrant knew that  
27 it should assign these trademarks to Petitioner subject to that license agreement and  
28 failed to so do. Registrant knew that it was not using the trademark on all of the



goods/services identified in its registration when it filed the Initial Declaration of Use and the Section 8 and 15 Affidavits.

41. Registrants' knew that each was required to cease all use of the trademarks upon the termination of all license agreements between Petitioner and Registrants and Ms. Benvenga in April 2015. Failure to abandon these marks on the Principal Register constitutes continued fraud on the Trademark Office given the facts and arguments noted above.

42. Upon information and belief, Registrants' Declarations filed for the Subject Registrations were made with complete disregard for the truth of the representations made therein.

43. The Trademark Office relied on the fraudulent representations made by Registrants' and registered the Subject Registrations and it would not have issued these registrations had Registrants' been truthful.

44. In addition, Registrant School of DNA THETA HEALING also continued its fraud on the USPTO when they each filed the Section 8 and Section 15 Declarations with false information and the intent to deceive the USPTO, as set forth in Count III hereinabove.

45. The Trademark Office relied on the fraudulent representations made by Registrants' and registered the Subject Registrations and it would not have issued these Section 8 or 15 renewals of the Subject Registrations had Registrants' been truthful.

46. Upon information and belief, the Subject Registrations are void based on the fraudulent procurement of the Subject Registrations.

#### **COUNT IV – NO LEGAL STANDING TO OWN TRADEMARKS**

47. Petitioner incorporates by reference the allegations contained in Paragraphs 1-46 hereinabove.


48. Upon information and belief, none of Registrants' are corporations in good standing or have valid business licenses. At the time of this Petition, each Registrant was registered as "default" status with the Nevada Secretary of State with defaulted business licenses. Under the Trademark Act, if Registrants are not legal entities,

1 which can sue and be sued in court, neither of them have legal standing to own a  
2 mark or oppose this Petition to Cancel. TMEP § 1201.02(d).

3 WHEREFORE, Petitioner prays that the Subject Registrations be cancelled and this  
4 Petition granted.

5 Respectfully Submitted,

6 WEISKOPF LAW

7  
8   
9 Stephen D. Weisskopf

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11 Enclosure: Ccard Payment of \$300  
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of  
4 eighteen years and not a party to the within action; my business address is 1800 Century Park  
5 East, Suite 600, Los Angeles, CA 90067.

6 On October 27, 2015, I served the following document(s) described as **PETITION**  
7 **FOR CANCELLATION** on the interested parties in this action by placing true copies thereof  
8 enclosed in sealed envelopes addressed as follows:


9 **Nelson A. Quintero**  
10 **Quintero Law Office, PC**  
11 **615 Hampton Drive, Unit A202**  
12 **Venice, California 90291-2792**  
13 **Counsel for School of DMA Theta Healing, Inc.; International Theta Healing**  
14 **Association and International Theta Healing Foundation**

15 **EastBiz.com, Inc.**  
16 **5348 Vegas Drive**  
17 **Las Vegas, NV 89108**  
18 **Commercial Registered Agent for School of DMA Theta Healing, Inc.; International**  
19 **Theta Healing Association and International Theta Healing Foundation**

20 **BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility  
21 regularly maintained by Overnight Delivery, or delivered such document(s) to a courier or  
22 driver authorized by Overnight Delivery to receive documents, in an envelope or package  
23 designated by Overnight Delivery with delivery fees paid or provided for, addressed to the  
24 person(s) being served.

25 I declare under penalty of perjury under the laws of the United States of America that  
26 the foregoing is true and correct and that I am employed in the office of a member of the bar  
27 of this Court at whose direction the service was made.

28 Executed on October 27, 2015, at Los Angeles, California.

  
Stephen D. Weisskopf



# **EXHIBIT A**

# United States of America

United States Patent and Trademark Office

## International Theta Healing Association

**Reg. No. 3,884,514**

**Registered Nov. 30, 2010**

**Int. Cl.: 35**

**SERVICE MARK**

**SUPPLEMENTAL REGISTER**

INTERNATIONAL THETA HEALING ASSOCIATION (NEVADA NON-PROFIT CORPORATION)  
1112 MONTANA AVE #243  
SANTA MONICA, CA 90403

FOR: ASSOCIATION SERVICES, NAMELY, PROVIDING A PROFESSIONAL ORGANIZATION THAT PROMOTES THE INTERESTS OF THETA HEALING PRACTITIONERS, THETA HEALING TEACHERS AND THETA HEALING MASTERS; ASSOCIATION SERVICES, NAMELY, PROMOTION OF THE INTERESTS OF THETA HEALING PRACTITIONERS, THETA HEALING TEACHERS AND THETA HEALING MASTERS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 8-17-2009; IN COMMERCE 8-17-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ASSOCIATION", APART FROM THE MARK AS SHOWN.

SER. NO. 77-812,280, FILED P.R. 8-25-2009; AM. S.R. 5-31-2010.

MARTHA FROMM, EXAMINING ATTORNEY



*David J. Kybas*

Director of the United States Patent and Trademark Office

# **EXHIBIT B**

# United States of America

United States Patent and Trademark Office

## International Theta Healing Foundation

**Reg. No. 3,805,078**

**Registered June 15, 2010**

**Int. Cl.: 36**

**SERVICE MARK**

**SUPPLEMENTAL REGISTER**

INTERNATIONAL THETA HEALING FOUNDATION (NEVADA CORPORATION)  
1112 MONTANA AVE #243  
SANTA MONICA, CA 90403

FOR: CHARITABLE FOUNDATION SERVICES, NAMELY, PROVIDING SCHOLARSHIPS AND GRANTS FOR THETA HEALING SEMINARS, PROVIDING FUND RAISING ACTIVITIES AND FINANCING TO SUPPORT THETA HEALING RESEARCH, AND PROVIDING FUND RAISING ACTIVITIES AND FINANCING TO SUPPORT THETA HEALING SERVICES FOR THOSE IN NEED, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 11-22-2009; IN COMMERCE 11-22-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FOUNDATION", APART FROM THE MARK AS SHOWN.

SER. NO. 77-877,995, FILED P.R. 11-20-2009; AM. S.R. 4-19-2010.

ROBERT STRUCK, EXAMINING ATTORNEY



*David S. Kypas*

Director of the United States Patent and Trademark Office

# **EXHIBIT C**

# United States of America

## United States Patent and Trademark Office

MARINA ROSE SCHOOL OF DNA  
THETA HEALING

**Reg. No. 3,849,730**

**Registered Sep. 21, 2010**

**Int. Cl.: 44**

**SERVICE MARK**

**PRINCIPAL REGISTER**

SCHOOL OF DNA THETA HEALING, INC. (NEVADA CORPORATION)  
5348 VEGAS DRIVE  
LAS VEGAS, CA 89108

FOR: ALTERNATIVE MEDICINE THERAPY IN THE FIELD OF ENERGY HEALING AND  
ENERGY CONSULTATION SERVICES, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 12-9-2007; IN COMMERCE 3-1-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 3,560,198.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SCHOOL OF DNA THETA  
HEALING", APART FROM THE MARK AS SHOWN.

THE NAME SHOWN IN THE MARK IDENTIFIES "MARINA ROSE" A PSEUDONYM USED  
BY MARINA BENVENGA WHOSE CONSENT IS OF RECORD.

SER. NO. 77-908,568, FILED 1-10-2010.

MARIA-VICTORIA SUAREZ, EXAMINING ATTORNEY



*David S. Kypas*

Director of the United States Patent and Trademark Office

# **EXHIBIT D**

Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

**United States Patent and Trademark Office**

Reg. No. 3,560,198

Registered Jan. 13, 2009

**SERVICE MARK  
PRINCIPAL REGISTER**

**Marina Rose School of DNA  
Theta Healing**

SCHOOL OF DNA THETA HEALING, INC. (NE-  
VADA CORPORATION)  
5348 VEGAS DRIVE  
LAS VEGAS, CA 89108

FOR: LIFE COACHING SERVICES IN THE FIELD  
OF PERSONAL DEVELOPMENT, PROFESSIONAL  
DEVELOPMENT, AND PERFORMANCE; EDUCA-  
TION SERVICES, NAMELY, PROVIDING MENTOR-  
ING, TUTORING, CLASSES, SEMINARS AND  
WORKSHOPS IN THE FIELD OF HEALTH, HEAL-  
ING, ENERGY HEALING, ENERGY MEDICINE,  
WELLNESS, SPIRITUALITY, RELIGION AND ME-  
TAPHYSICS, IN CLASS 41 (U.S. CLS. 100, 101 AND  
107).

FIRST USE 12-9-2007; IN COMMERCE 3-1-2008.

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "SCHOOL OF DNA THETA HEAL-  
ING", APART FROM THE MARK AS SHOWN.

THE NAME SHOWN IN THE MARK IDENTIFIES  
"MARINA ROSE" A PSEUDONYM USED BY MAR-  
INA BENVENGA WHOSE CONSENT IS OF RE-  
CORD.

SER. NO. 77-459,794, FILED 4-28-2008.

INGA ERVIN, EXAMINING ATTORNEY



# **EXHIBIT E**

# United States of America

United States Patent and Trademark Office

## THETAHEALING

**Reg. No. 3,798,383**

**Registered June 8, 2010**

**Int. Cls.: 16, 41 and 44**

**TRADEMARK**

**SERVICE MARK**

**PRINCIPAL REGISTER**

NATURE PATH, INC. (IDAHO CORPORATION)  
1615 CURLEW DRIVE  
AMMON, ID 83406

FOR: EDUCATIONAL PUBLICATIONS, NAMELY, BOOKS IN THE FIELDS OF PSYCHIC HEALING, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 8-16-2000; IN COMMERCE 8-16-2000.

FOR: EDUCATION SERVICES, NAMELY, PROVIDING SEMINARS IN THE FIELD OF PSYCHIC HEALING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 8-16-2000; IN COMMERCE 8-16-2000.

FOR: PROVIDING IN-PERSON ENERGY HEALING SERVICES, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 8-16-2000; IN COMMERCE 8-16-2000.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HEALING" FOR INTERNATIONAL CLASS 044, APART FROM THE MARK AS SHOWN.

SEC. 2(F).

SER. NO. 77-711,530, FILED 4-10-2009.

SANDRA BUJA, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

# **EXHIBIT F**

# United States of America

United States Patent and Trademark Office



**Reg. No. 3,949,716**

**Registered Apr. 26, 2011**

**Int. Cl.: 41**

**SERVICE MARK**

**PRINCIPAL REGISTER**

NATURE PATH, INC. (IDAHO CORPORATION), DBA THETA HEALING INSTITUTE OF KNOWLEDGE  
1615 CURLEW DR.  
AMMON, ID 83406

FOR: EDUCATION SERVICES, NAMELY, PROVIDING SEMINARS IN THE FIELD OF PSYCHIC HEALING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 7-7-2008; IN COMMERCE 7-7-2008.

THE STIPPLING IS FOR SHADING PURPOSES ONLY.

THE MARK CONSISTS OF A STYLIZED FIGURE REPRESENTING A DOUBLE STRAND OF DNA WITH HORIZONTAL HIGHLIGHTS AND CIRCULAR SHADOWS SUPERIMPOSED ON A SHIELD, ABOVE A SCROLL WITH THE WORDS "THETA HEALING".

SEC. 2(F) AS TO "THETA HEALING".

SER. NO. 77-711,951, FILED 4-10-2009.

SANDRA BUJA, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

# **EXHIBIT G**

# United States of America

United States Patent and Trademark Office

## THETAHEALER

**Reg. No. 3,751,475** NATURE PATH, INC. (IDAHO CORPORATION)  
Registered Feb. 23, 2010 1615 CURLEW DRIVE  
IDAHO FALLS, ID 83406

**Int. Cls.: 41 and 44** FOR: EDUCATION SERVICES, NAMELY, PROVIDING SEMINARS IN THE FIELD OF  
PSYCHIC HEALING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

**SERVICE MARK** FIRST USE 7-26-2004; IN COMMERCE 2-11-2006.  
**PRINCIPAL REGISTER**

FOR: PROVIDING IN-PERSON ENERGY HEALING SERVICES, IN CLASS 44 (U.S. CLS. 100  
AND 101).

FIRST USE 7-26-2004; IN COMMERCE 10-26-2004.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

SEC. 2(F) AS TO "THETA".

SER. NO. 77-711,792, FILED 4-10-2009.

SANDRA BUJA, EXAMINING ATTORNEY



*David S. Kybas*

Director of the United States Patent and Trademark Office

# **EXHIBIT H**

# United States of America

United States Patent and Trademark Office



**THINK**  
THETAHEALING  
INSTITUTE OF KNOWLEDGE

**Reg. No. 3,792,134**

**Registered May 25, 2010**

**Int. Cl.: 41**

**SERVICE MARK**

**PRINCIPAL REGISTER**

NATURE PATH, INC. (IDAHO CORPORATION), DBA THETA HEALING INSTITUTE OF KNOWLEDGE  
1615 CURLEW DRIVE  
AMMON, ID 83406

FOR: EDUCATION SERVICES, NAMELY, PROVIDING SEMINARS IN THE FIELD OF PSYCHIC HEALING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 7-7-2008; IN COMMERCE 7-7-2008.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INSTITUTE OF KNOWLEDGE", APART FROM THE MARK AS SHOWN.

THE STIPPLING IS FOR SHADING PURPOSES ONLY.

THE MARK CONSISTS OF A STYLIZED FIGURE REPRESENTING A DOUBLE STRAND OF "DNA" WITH HORIZONTAL HIGHLIGHTS AND CIRCULAR SHADOWS SUPERIMPOSED ON A SHIELD, ABOVE A SCROLL WITH THE WORDS "THETA HEALING", BELOW THE LOGO THE WORD "THINK" APPEARS IN LARGE STYLIZED FONT ABOVE A LINE, UNDER WHICH THE WORDING "THETAHEALING" APPEARS IN MEDIUM STYLIZED FONT, WITH THE WORDING "INSTITUTE OF KNOWLEDGE" APPEARING IN SMALLER FONT AT THE BOTTOM.

SEC. 2(F) AS TO "THETA HEALING".

SER. NO. 77-711,958, FILED 4-10-2009.

SANDRA BUJA, EXAMINING ATTORNEY



*David S. Kappas*

Director of the United States Patent and Trademark Office



# **EXHIBIT I**

# **ThetaHealing World Wide & Vianna's Nature's Path**

2990 South, 25<sup>th</sup> East, Idaho Falls, Idaho 83404

Office: (208) 524-0808 Fax: (208) 524-3061 E-Mail: [vianna@ThetaHealing.com](mailto:vianna@ThetaHealing.com) Web Page: [www.ThetaHealing.com](http://www.ThetaHealing.com)

## **DEFINITION OF TERMS FOR THIS LICENSE AGREEMENT**

If in the event that any of the following terms appear in this Agreement, the terms shall be interpreted as follows:

**Vianna Stibal:** The founder of ThetaHealing™, herein known as the Licensor.

**Guy Stibal:** The Co-owner of Vianna's Nature's Path.

**ThetaHealing™:** An energy healing modality founded by Vianna Stibal, based in Idaho Falls Idaho with branches around the world. The classes and books of ThetaHealing™ are designed as a self-help guide to develop the individuals ability to heal. ThetaHealing™ includes the books, manuals and classes:

### **Classes**

Vianna's DNA2 Course  
Vianna's DNA2 Teachers Course  
Vianna's Advanced Course  
Vianna's Advanced Teachers Course  
Vianna's Intuitive Anatomy Course  
Vianna's Intuitive Anatomy Teachers Course  
Vianna's Children of the Rainbow Course  
Vianna's Children of the Rainbow Teachers Course  
Vianna's Manifesting and Abundance Course

### **Books**

Go Up and Seek God,  
Go Up and Work With God  
ThetaHealing  
Advanced ThetaHealing

### **Manuals**

ThetaHealing™ Practitioner Manual  
Vianna's Teacher's Manual  
Vianna's DNA2 Advanced Manual  
Vianna's DNA2 Advanced Teachers Manual  
Vianna's Intuitive Anatomy Manual  
Vianna's Intuitive Anatomy Teachers Manual  
Vianna's Rainbow Children's Young Children's Manual  
Vianna's Rainbow Children's Young Adult Manual  
Vianna's Rainbow Children's Teachers Manual  
Vianna's Manifesting and Abundance Manual

**ThetaHealing Practitioner:** A student that has attended and passed prior classes of ThetaHealing™, including DNA 1, DNA 2, as well as DNA 2 Advanced Classes, instructed by Certified ThetaHealing™ Instructors. It is through certification of these prior classes, that the ThetaHealing™ Practitioner earns the right to attend "Vianna's Rainbow Children's Class."

**Licensors:** Vianna Stibal, the founder of the modality known as "ThetaHealing™."

**Vianna's Nature's Path:** The Company owned by Vianna Stibal and Guy Stibal, also known in the past as "Nature's Path."

**Instructor Licensee:** A person that is certified as "**Vianna's Rainbow Children Instructor**," with the right to teach "**Vianna's Rainbow Children's Class**," using the materials and the strict criteria set down by the founder, and Licensors, Vianna Stibal.

**"Vianna's Rainbow Children's Class."** A class developed by the Licensors, Vianna Stibal to develop the intuitive abilities of young people.

**"Vianna's Rainbow Children's Young Adult Manual:** A copyrighted manual written and developed by the Licensors, Vianna Stibal, as a guide for the Instructor Licensee to give his or her students.

**"Vianna's Rainbow Children's Teachers Manual:** A copyrighted manual written and developed by the Licensors, Vianna Stibal, as a guide for the Instructor Licensee to teach and instruct "**Vianna's Rainbow Children's Class**."

**"Vianna's Rainbow Children's Manual,** A copyrighted manual written and developed by the Licensors, Vianna Stibal, as a guide for the Instructor Licensee to give his or her students.

**Licensed Material:** Class materials Licensed to the Instructor Licensee for the Term. License materials are as follows:

- A. One CD containing the "**Vianna's Rainbow Children's Young Adult Manual**," "**Vianna's Rainbow Children's Young Children Manual**," with Disclaimers and or parental consent forms.
- B. One manual entitled "**Vianna's Rainbow Children's Teachers Manual**."
- C. Certificates purchased from Licensors at "Vianna's Nature's Path."

**Intellectual property:** The class information in "**Vianna's Rainbow Children's Class**," "**Vianna's Rainbow Children's Young Children's Manual**" "**Vianna's Rainbow Children's Young Adult Manual**" "**Vianna's Rainbow Children's Teachers Manual**," as well as a licensed CD containing the Manuals "**Vianna's Rainbow Children's Young Children's Manual**" "**Vianna's Rainbow Children's Young Adult Manual**" owned by Vianna Stibal.

**Instructor Licensee Use of Title:** The title "ThetaHealing™ "**Vianna's Rainbow Children's Teacher-Instructor**" permitted to the Instructor Licensee for the Term of the Agreement.

**Licensing of Trademark:** Licensing use of the Trademark ThetaHealing™ to the Instructor Licensee for the Term of the Agreement or in the event of a breach.

**Term of License:** The allotted time span that the License will be in force. All Licenses governed by this contract

shall be valid for two (2) years, unless there is a breach of contract. Licenses may be renewed or extended as to the definitions of this Agreement.

**Obligations:** The duties of the Licensor and Licensee involved in this Agreement.

**License Certification:** The Grant of License by **Vianna Stibal** to the **Instructor Licensee**.

**License Renewal:** Following the end of the two years that make up the initial Term of this Agreement, Licensor and Licensee may extend this Agreement. Any extension of this Agreement must have the approval of both parties. If either party desires to terminate this Agreement at the end of two years, this Agreement shall terminate, and the **Instructor Licensee** may no longer teach or instruct "**Vianna's Rainbow Children's Class**," and all Licensed Materials must be returned from the Instructor Licensee to the Licensor within a Two week time period.

**Rights of Class Manuals:** Obligations of both parties for the rights and use of "**Vianna's Rainbow Children's Young Children's Manual**" "**Vianna's Rainbow Children's Young Adult Manual** and **Vianna's Rainbow Children Teachers Manual**."

**License of CD:** The obligations of both parties as to the CD containing "**Vianna's Rainbow Children's Young Children's Manual**" "**Vianna's Rainbow Children's Young Adult Manual**."

**Restrictions of distribution:** The prohibition of commercial publication of any and all elements of **Vianna's Rainbow Children's Class**, including "**Vianna's Rainbow Children's Young Children's Manual**" "**Vianna's Rainbow Children's Young Adult Manual** "and "**Vianna's Rainbow Children's Teachers Manual**."

**Class materials:** The obligations and stipulations as to class materials given to students.

**Instructor Integrity:** Obligations on the part of the Instructor Licensee.

**Advertisement:** Obligations of both parties as to advertisement of "**Vianna's Rainbow Children's Class**."

**Separation of Modalities:** Stipulation that "**Vianna's Rainbow Children's Class**" will be taught by the Instructor Licensee without the influence or infringement of other healing modalities that the Instructor Licensee may have knowledge of or be certified or licensed in.

**Exclusive License Ownership:** Stipulation that Licensor, **Vianna Stibal**, is the sole and only source of Licensing for "**Vianna's Rainbow Children's Class**."

**Class Structure:** Obligations as to the Instructor Licensee in instructing or teaching any and all of **Vianna's Rainbow Children's Classes**."

**Individual Instruction:** Stipulation as to Instructor Licensee in teaching a single individual.

**Disclaimer Form:** Form given to students and parents from the Instructor Licensee.

**Class Certificates:** Certificates purchased by the Instructor Licensee from the Licensor to give their students upon completion of the "**Vianna's Rainbow Children's Class** " taught by Instructor Licensee.

**Royalties:** Percentage paid to the Licensor for each student from every "**Vianna's Rainbow Children's Class**" taught by the **Instructor Licensee**.

**Class listing:** Instructor Licensee will provide a list of students attending every "**Vianna's Rainbow Children's**

**Class**” taught by the **Instructor Licensee**.

**Limitations of the Licensor’s Liability “to the Licensee”.**

**Termination:** Stipulations in the event of a termination of this Agreement.

**Force Marjorie:** Stipulations as to forces beyond the two parties’ control.

**Variations:** Amendments to this License shall be in writing and both parties must be physically present to sign and agree to any amendments.

**Governing Law and Jurisdiction:** Jurisdiction for this License falls under the State of Idaho, the United States of America. The parties agree that the License is considered valid world wide.

**License Agreement between the parties of  
Vianna Stibal, the Licensor, and Instructor Licensee.**

1. License Agreement between the **Licensor**, being **Vianna Stibal**, \_\_\_\_\_ President of Vianna's Nature's Path, ThetaHealing World Wide, founder of ThetaHealing™, of 2990 South, 25<sup>th</sup> East, Idaho Falls, Idaho, and an individual named as follows:

Printed name

MARINA BENVENGA AKA MARVA ROSE

Address

1112 MONTANA AVE, #243  
S.M. CA 90403

**Who is hereafter known as the Instructor Licensee:**

**2. Grant of Rights, Reservation of Rights**

2.1. In consideration of the Agreement by the **Instructor Licensee** to abide by the Terms of this **License**, the **Licensor** will Grant to the Licensee for the period of three (3) years the following rights contained within this Agreement.

2.2. **Instructor Licensee** acknowledges that **Licensor, Vianna Stibal**, founded a method of healing she has trademarked as ThetaHealing™. In order to spread this method of healing to a wider audience, **Licensor, Vianna Stibal**, desires to teach others her methods and allow these individuals to teach and instruct the class known as **Vianna's Rainbow Children's Class**."

2.3. Under the stipulations of this Agreement, **Licensor** grants the **Instructor Licensee** the right to teach **Vianna's Rainbow Children's Class**" in any country in the world for the term of this Agreement until the **Effective Termination Date** or in the event of a breach.

**3. Intellectual Property**

3.1. Nothing contained in this **License** gives the **Instructor Licensee** any rights or ownership to the **Intellectual Property**, or the confidential information of the **Licensor**, or to the **Licensed Material**.

3.2. **Licensor** agrees to permit the **Instructor Licensee** to print "Vianna's Rainbow Children's Young Children's Manual" "Vianna's Rainbow Children's Young Adult Manual from a CD Licensed to the **Instructor Licensee** by the **Licensor** until the **Effective Termination Date**.

3.3. Use of the CD which contains "Vianna's Rainbow Children's Young Children's Manual" and "Vianna's Rainbow Children's Young Adult Manual is limited to the production of manuals for students attending "Vianna's Rainbow Children's Class" staged by the **Instructor Licensee**, with the limit of one CD per **Instructor Licensee**. No other publication is permitted.



3.4. Neither the **Instructor Licensee**, nor any **Authorized User**, shall store transiently or permanently on any medium, transfer, transmit, reproduce, loan to any third party, publish or otherwise exploit, modify, or create derivative works from, or combine with other material, the **Licensed Material** except to the extent necessary to exercise the Rights granted by this **License**. For the avoidance of doubt, neither the **Instructor Licensee** nor any **Authorized User** shall use the **Licensed Material** in whole or in part for the purposes of inter-library loan, or for any external commercial re-use.

#### 4. Instructor Licensee Use of Title

**Licensors** give the **Instructor Licensee** permission to use these titles in the teaching of their classes, subject to the **License Term**: "**ThetaHealing™ Vianna's Rainbow Children's Instructor-Teacher**." Upon the **Effective Termination Date**, or in the event of the termination of this agreement, the **Instructor Licensee** agrees to cease and desist from any and all use of these titles.

#### 5. Instructor Licensee Use of Trademark

**Licensors** give the **Instructor Licensee** permission to use the trademark "**ThetaHealing™**" in advertising their classes. **Instructor Licensee** agrees to cease any and all use of the trademark "**ThetaHealing™**" by the **Instructor Licensee** upon the **Effective Termination Date** or in the event of the termination of this Agreement. Further, the **Instructor Licensee** agrees to no longer use the trademark "**ThetaHealing™**" or "**ThetaHealing**" in e-mail addresses, websites, mailing addresses, in advertising their classes, in book form electronically or otherwise.

#### 6. Term of License

6.1. This **License** will commence on the **Effective Date**, (subject at all times to earlier termination in accordance with the provisions of this License,) remaining in effect for the **License Period**, of three (3) years.

6.2. License period is for the Term of Three Years from the time of the signing of this Agreement of both the Licensee and the Licensors. At the end of this period, the License will automatically expire unless both parties agree to renew said License.

Effective Date of License ----- 8/22/08 -----

Effective Date termination of License ----- 8/22/11 -----

#### 7. Obligations of Parties

##### 8. License Certification

A. **Licensors**, **Vianna Stibal**, acknowledges and agrees that the **Instructor Licensee** is an Authorized, Certified and Licensed "**ThetaHealing™ Vianna's Rainbow Children's Instructor-Teacher**, teaching information, techniques, materials and processes from "**Vianna's Rainbow Children's Young Children's Manual**," "**Vianna's Rainbow Children's Young Adult Manual**" and **Vianna's Rainbow Children's Teachers Manual**, respectively, subject to the **Effective Date of License**, or in the event of a breach of contract.

B. **Licensors**, **Vianna Stibal**, agrees to list the **Instructor Licensee(s)** contact information, including name, telephone number, e-mail address, website, (and mailing address optional) on **Vianna's** website at [www.ThetaHealing.com](http://www.ThetaHealing.com), as an Authorized, Certified, and Licensed "**Vianna's Rainbow Children's Instructor-teacher**."

C. **Instructor Licensee** acknowledges that this agreement has no bearing upon **Licensors**, **Vianna Stibal**, to instruct, teach, stage and advertise her own **Vianna's Rainbow Children's Classes**. **Licensors** reserves and retains all rights to **Vianna's Rainbow Children's Classes**, and related materials.

## **9. License Renewal**

9.1 **Instructor Licensee** agrees to renew their **Certification License** in "**Vianna's Rainbow Children's Teacher's Class**" every three years. Renewal is contingent upon this **License Agreement** and desires of both parties. If either party desires that this **License** not be renewed, said **License** shall terminate, subject to the stipulations therein of said **License**.

9.2 Renewal of said **License** requires the **Instructor Licensee** to register for and participate in any updated "**Vianna's Rainbow Children's Teacher's Course**" held by **Licensors Vianna Stibal** at the end a three-year time period. If it is not possible for the **Instructor Licensee** to re-certify due to extenuating circumstances, the **Instructor Licensee** agrees to contact **Vianna's Nature's Path** for an alternative to re-issuance of this **License** and for re-licensing. This alternative is the sole discretion of, and to be granted by, the **Licensors, Vianna Stibal**, or through her designated representative, **Guy Stibal**. Further, both parties agree that **Vianna Stibal** has the only authority to recertify and teach the "**Vianna's Rainbow Children's Teacher's Course**," throughout the world.

## **10. Rights to Vianna's Rainbow Children's Class Manuals**

10.1. When teaching or instructing **Vianna's Rainbow Children's Class**," **Instructor Licensee** agrees to use "**Vianna's Rainbow Children's Young Children's Manual**" and "**Vianna's Rainbow Children's Young Adult Manual**" and only informational materials supplied by the **Licensors**, as well as any subsequent revised manuals for these classes, provided by **Licensors, Vianna Stibal**, or through her representatives from **Vianna's Natures Path**. **Licensee** acknowledges and agrees that the use of any other manuals or methods is a material breach of this contract and will result in the termination of the **Instructor Licensee's License** to teach or instruct **Vianna's Rainbow Children's Class**." Said manuals and any subsequent manuals revised by the **Licensors** are the only manuals that are permitted, and are to be used solely for teaching or instructing any and all **Vianna's Rainbow Children's Classes**" staged by the **Instructor Licensee**.

10.2. **Licensors Vianna Stibal**, through **Vianna's Nature's Path**, agrees to provide any revised manuals created by **Vianna's Nature's Path** at a reasonable rate. **Instructor Licensee** understands that **Vianna's ThetaHealing™** courses and seminars are continuously updated. **Instructor Licensee** agrees to remain educated on the new information by purchasing any new or updated manuals and materials.

## **11. Licensed CD Containing "Vianna's Rainbow Children's Manual."**

The **Instructor Licensee** agrees that the CD titled and containing "**Vianna's Rainbow Children's Young Children's Manual**" and "**Vianna's Rainbow Children's Young Adult Manual**" Licensed to the **Instructor Licensee**, is for the **Instructor Licensee** to create **Vianna's Rainbow Children's Manuals**," for teaching **Vianna's Rainbow Children's Classes**." Any other copying, adaptation, duplication, transcribing, or publishing of the contents of the CD containing the **Vianna's Rainbow Children's Manual**," Licensed to the **Instructor Licensee** is a material breach of this **License Agreement** and will result in the termination of this agreement. In the event of the termination of this **License**, said CD licensed to the **Instructor Licensee** will be returned to the **Licensors** within Two weeks of the Termination of said **License**. Further, **Licensors, Vianna Stibal**, reserves all legal rights concerning the protection of her copyrights and cedes none of these to the **Instructor Licensee**.



## **12. Restriction of Distribution**

**Instructor Licensee** agrees not, in any form or manner, to reproduce, copy, duplicate, adapt, transmit into electronic form, any written or illustrated material associated with the original processes, techniques, exercises, material and information from the CD or manuals containing **"Vianna's Rainbow Children's Young Children's Manual"** and **"Vianna's Rainbow Children's Young Adult Manual"** and the manual **"Vianna's Rainbow Children's Teacher's Manual"** without written consent from **Vianna Stibal** or **Guy Stibal**. **Instructor Licensee** agrees that the aforementioned manuals are protected by copyright law. **Instructor Licensee** agrees that **Vianna's Rainbow Children's Class Manuals** are for the sole purpose as a handout of **"Vianna's Rainbow Children's Class."** No other publication of **"Vianna's Rainbow Children's Class Manuals"** is permitted, nor is the **Instructor Licensee** licensed to do so.

## **13. Class Materials**

**13.1. Instructor Licensee** agrees that the **Class Materials** given out to the students attending any and all of **"Vianna's Rainbow Children's Class."** staged by the **Instructor Licensee** will be as follows:

A. **Instructor Licensee** agrees to provide one manual per student of the **"Vianna's Rainbow Children's Young Children's Manual"** for children ages seven to eleven and **"Vianna's Rainbow Children's Young Adult Manual"** for ages twelve to twenty two.

B. The **Instructor Licensee** agrees to provide each student with the supplies listed from the **Vianna's Rainbow Children's Course Materials List** located in the rear of the **"Vianna's Rainbow Children's Teachers Manual."**

C. The cost of said materials is the responsibility of the **Instructor Licensee**.

## **14. Instructor Licensee Integrity and Ethics**

**14.1 Instructor Licensee** agrees to keep and/or teach all of the processes, techniques, exercises, material and information as outlined in **Vianna's Rainbow Children's Manual"** and in **Vianna's Rainbow Children's Teacher's Manual."** Said teaching and instruction is to be in exact conformity with the methods taught and approved by **Licensors Vianna Stibal**.

**14.2. Instructor Licensee** agrees that the integrity of the teachings of **"Vianna's Rainbow Children's Class"** must be protected. Therefore, **Instructor Licensee** will not knowingly or intentionally distort, add to, change, modify or "improve" upon **Licensors**' methods. Any and all processes in **"Vianna's Rainbow Children's Class," "Vianna's Rainbow Children's Young Children's Manual" "Vianna's Rainbow Children's Young Adult Manual" "Vianna's Rainbow Children's Teachers Manual"** taught by **Vianna Stibal**, remain complete and unchangeable by **Instructor Licensee**, as well as the information contained in the prior book publications of the **Licensors** namely **"Go Up and Seek God," "Go Up and Work With God," "ThetaHealing" "Vianna's Teacher's Manual," "Vianna's DNA 2 Advanced Manual."** and **"Vianna's DNA 2 Advanced Teachers Manual."**

**14.3. Instructor Licensee** agrees not to hold **Licensors Vianna Stibal**, or any member, employee, associate, instructor, and/or contracted worker of **Vianna's Nature's Path** liable for any adverse effects derived from the use of these processes when in the process of instructing or teaching any and all **Vianna's Rainbow Children's Classes"** or otherwise.

**14.4. Instructor Licensee** agrees not claim any partnership with **Vianna Stibal** or **Vianna's Nature's Path**.

**14.5. Instructor Licensee** agrees not to claim that they have gained any specific **medical** knowledge as a result of the teachings of **ThetaHealing™**.

14.6. **Instructor Licensee** agrees to act in an ethical and professional manner, with integrity when working with all clients or students, and in instructing **Vianna's Rainbow Children's Classes.**" The **Instructor Licensee** understands that any acts of unprofessional or unethical behavior with students in the course of teaching a class or seminar shall be cause for immediate termination of this Agreement between **Licensors Vianna Stibal** of **Vianna's Nature's Path** and the **Instructor Licensee**.

14.7. **Instructor Licensee** agrees not to suggest to a student or client that they add, subtract, change, or alter any person's medication as a result of any consultations in using the techniques gained in this or any of the **Licensors Vianna Stibal** classes or related classes.

14.8. **Instructor Licensee** agrees not to claim that he/she learned how to "cure" people as a result of the teachings of **ThetaHealing™**.

14.9. **Instructor Licensee** agrees not to charge students extra for their manuals or class materials.

#### **15. Advertisement**

15.1. **Licensors** agree to permit **Instructor Licensee** to advertise for the "**Vianna's Rainbow Children's Class.**" that they instruct, under the following stipulations:

15.2. **Instructor Licensee** agrees that the title of "**Vianna's Rainbow Children's Class.**" shall not be changed in any advertisement in written or electronic form posted by the **Instructor Licensee**. Any advertisement for any class staged by the **Instructor Licensee** is to give full credit as to the original source, that being the **Licensors, Vianna Stibal**. **Licensors** agree that **Instructor Licensee** may add their names in any advertisement done by the **Instructor Licensee**

15.3. **Licensors, Vianna Stibal**, and **Vianna's Natures Path**, agrees to list any "**Vianna's Rainbow Children's Class.**" the **Instructor Licensee** stages until the termination date. All contact information, with time, date, location of class including name, telephone number, e-mail address, and website will be placed on **Licensors**' website at [www.ThetaHealing.com](http://www.ThetaHealing.com), within a reasonable time.

15.4. **Instructor Licensee** acknowledges and agrees that the following are trademarked and copyrighted:  
**ThetaHealing™**

**The Orian or Orion Healing Technique™**

[www.ThetaHealing.com](http://www.ThetaHealing.com)

[Vianna@ThetaHealing.com](mailto:Vianna@ThetaHealing.com),

The Books

**Go Up and Seek God**

**Go Up and Work With God**

**ThetaHealing**

**Advanced ThetaHealing**

The manuals

**Vianna's Teacher's Manual**

**DNA 2 Advanced Manual, The Planes of Existence**

**Vianna's Teachers DNA 2 Advanced Manual**

**Vianna's Intuitive Anatomy Manual**

**Vianna's Intuitive Anatomy Instructors Manual**

**Vianna's Rainbow Children's Young Children's Manual**

**Vianna's Rainbow Children's Young Adult Manual**

**Vianna's Rainbow Children's Teachers Manual**

## **ThetaHealing Manifesting and Abundance Manual**

**Including other publications produced in the future by Vianna Stibal and Vianna's Nature's Path.**

15.5 With the Exception of the provisions in this **License Agreement**, **Instructor Licensee** agrees not to infringe on these trademarks and copyrights by creating e-mail addresses, websites, mailing addresses, or creating any other type of contact information using the aforementioned copyrighted and trademarked terms, words, books, etc, without written permission of the **Licensors, Vianna Stibal**, or her representative, **Guy Stibal**. The **Instructor Licensee** further agrees that violation of this article is a material breach to this Agreement. Further, **Instructor Licensee** agrees that in the event that a court of law of competent jurisdiction rules that the **Instructor Licensee** has violated the copyrights or trademarks of **Licensors Vianna Stibal**, the **Instructor Licensee** is responsible for any and all attorney's fees incurred by **Vianna Stibal** and **Vianna's Nature's Path** in conjunction with these legal issues and any resulting litigation.

15.6 **Instructor Licensee** shall not translate any **ThetaHealing Manuals** or books.

### **16. Separation of Modalities**

If **Instructor Licensee** is certified in or teaches a class or seminar concerning another established, or un-established healing or metaphysical modality, **Instructor Licensee** agrees that these modalities are taught as separate entities from "**Vianna's Rainbow Children's Class**" as outlined by **Licensors Vianna Stibal** and **Vianna's Nature's Path**. Therefore, if **Instructor Licensee** teaches "**Vianna's Rainbow Children's Class**" with another established or un-established healing or metaphysical modality, it shall result in a material breach of this contract and be cause for immediate termination of this License Agreement between **Licensors Vianna Stibal** and the **Instructor Licensee**.

### **17. Exclusive Licensing Rights**

**Instructor Licensee** agrees **NOT** to hold, create, instruct, teach, license, certify, or provide confidential information concerning any **ThetaHealing™ Vianna's Rainbow Children's Teachers Certification Classes**." **Instructor Licensee** agrees that "**Vianna's Rainbow Children's Teachers Certification Classes**" are taught and licensed **only** by the **Licensors Vianna Stibal** or through her designated representative. This includes, but is not limited to, information from **Vianna Stibal's** books, and manual's.

## 18. Class Structure

18.1. **Instructor Licensee** agrees that there are sixteen lessons and exercises designed for this course. It is important that the **Instructor Licensee** understand these lessons, and is capable of doing them in a class setting.

This class is taught in the following three age groups:

- Younger students 7-11 years old,
- Older students 12-15 years old
- Students 16-22 years old.
- Students 22 years and older.

A. **Instructor Licensee** agrees that for the older students, from 12-22 years, there is a manual that is specific for them.

B. **Instructor Licensee** agrees that this class is designed to be taught in two hour increments.

C. **Instructor Licensee** agrees that this class can be taught eight weeks after school, two classes a week.

D. **Instructor Licensee** agrees that this class can be taught 3 times a week for five weeks. If it is taught in five weeks, one of those weeks will have four classes.

E. **Instructor Licensee** agrees that this class can be taught in a week and a half "Intuitive Course," teaching the first two hour session from 10 a.m. to 12 p.m. and the second two hour session from 1:00 p.m. to 2:00 p.m.

F. **Instructor Licensee** agrees that these class structures will not be compartmentalized or lengthened into a shorter or longer class time.

G. **Instructor Licensee** agrees not to teach "Vianna's Rainbow Children's Class" over the internet, in a mail order course, on the phone, in a recording, in a film, or in a written form sent as a class.

H. Due to the sensitive nature of the Class, **Instructor Licensee** agrees that "Vianna's Rainbow Children's Class" will be taught by the **Instructor Licensee** in person under the aforementioned criteria.

## 19. Individual Instruction

Should the **Instructor Licensee** train a single individual in "Vianna's Rainbow Children's Class." all stipulations of this License agreement shall remain valid and in full legal force.

## 20. Parental Consent Form

20.1. **Instructor Licensee** agrees that each parent or guardian with a child attending any and all "**Vianna's Rainbow Children's Class**" will sign a **Parental Consent Form** given to **Instructor Licensee** by **Licensors**. **Instructor Licensee** acknowledges that the failure to obtain a **Parental Consent Form** from a student may result in liability to **Instructor Licensee**.

20.2. **Instructor Licensee** agrees to keep an accurate file of all **Parental Consent Form's** for their protection. This "**Vianna's Rainbow Children's Class**" **Parental Consent Form** is included in the aforementioned CD provided by the **Licensors**.

20.3 **Instructor Licensee** agrees that each student over eighteen years attending any and all "**Vianna's Rainbow Children's Class**" will sign a **Disclaimer Form** given to **Instructor Licensee** by **Licensors**. **Instructor Licensee** acknowledges that the failure to obtain a **Disclaimer Form** from a student may result in liability to **Instructor Licensee**

## 21. Class Certificates

22.1. **Instructor Licensee** agrees to handout Certificates of Completion for the "**Vianna's Rainbow Children's Class**" from the **Licensors** at Vianna's Nature's Path on the medium and format supplied for them.

## 22. Royalties

22.1. Since the **Licensors**, **Vianna Stibal**, permits the **Instructor Licensee** to instruct the "**Vianna's Rainbow Children's Class**," **Instructor Licensee** agrees to pay the party of "Nature's Path Scholarship Fund" a **Five Percentage** portion of each and every class or seminar that **Instructor Licensee** stages, holds or instructs. This is the "**Royalty Licensing Fee**." Nature's Path Scholarship Fund is an account owned by Vianna Stibal and Guy Stibal.

22.2. Five percent is clarified by a 5% portion of the remuneration (money) collected from each and every person.

22.3. **Instructor Licensee** will inform Vianna's Nature's Path of each and every "**Vianna's Rainbow Children's Class**" taught by the **Instructor Licensee**, and the number of people attending.

22.4. The aforementioned 5% Royalty portion is to be paid to Nature's Path Scholarship Fund on gross amounts received by the **Instructor Licensee** from ThetaHealing Practitioners (students or parents of students) attending any and all "**Vianna's Rainbow Children's Class**" held or staged by the **Instructor Licensee**. This Royalty is paid to Nature's Path Scholarship Fund before any other costs or prior payment arraignments with ThetaHealing Students, in the staging the "**Vianna's Rainbow Children's Class**" taught by the **Instructor Licensee**. This includes the cost of advertising, host percentages, (when **Instructor Licensee** is the host,) printing, convention center costs, or any other costs incurred by **Instructor Licensee** in the staging of "**Vianna's Rainbow Children's Class**" These costs are the responsibility of the **Instructor Licensee**. If the **Instructor Licensee** fails to pay **Licensors** the agreed 5% per person, **Licensors** shall have the option of holding **Instructor Licensee** in material breach and upon the discretion of the **Licensors**, can result in the termination of this License with the **Instructor Licensee**.

22.5. The Royalties for any and all "**Vianna's Rainbow Children's Classes**" taught by the **Instructor Licensee** will be sent to the **Licensors** and must be paid in full within **two weeks** from the beginning of the "**Vianna's Rainbow Children's Class**," taught by the **Instructor Licensee**. Payment will be sent to Vianna's Nature's Path at the aforementioned address in the form of a check or money order made out to Nature's Path Scholarship Fund.



22.6 In the event that the **Instructor Licensee** materially breaches this contract, and thus, gives rise to the termination of said contract, **Licensee** agrees to hold **Licensors** harmless for any money lost due to classes that were scheduled but cannot be completed due to **Licensee's** breach. **Licensee** agrees that in this event, **Licensors** shall not be responsible for any lost wages, damages, or any other monetary claims due to said breach.

22.7 **Licensors** **Vianna Stibal** agrees that there are no Royalties expected from individual ThetaHealing students attending the "**Vianna's Rainbow Children's Class**" taught by the **Instructor Licensee**, that are permitted to enter free of charge at the discretion of the **Instructor Licensee**. **Instructor Licensee** agrees that admittance into the class free of charge is not to exceed Ten percent of the total number of students attending. Pertaining to the ThetaHealing student permitted in free of charge, all other stipulations of this License Agreement remain in full legal force.

### **23. Class Listing**

**Instructor Licensee** agrees to give **Licensors** a Class List of students attending the "**Vianna's Rainbow Children's Class**" taught by the **Instructor Licensee** with names, addresses, and e-mail information sent to **Vianna's Nature's Path**. This list is to be delivered within two weeks of the completion of the class. Graduates of this aforementioned class will be listed on the **Licensors's** website in the **Instructor Licensee(s)** section in a timely manner.

### **24. Limitation of the Licensors's Liability**

In the event that **Instructor Licensee** materially breaches this contract or the **Licensors** terminates the contract, the **Licensors's** liability to the **Licensee** shall be limited to exclude altogether liability, however arising, for loss of profits, loss of business or of anticipated savings, loss of goodwill, loss of reputation and for any other type of special, indirect, incidental or consequential loss or damage.

### **25. Termination**

This License may be terminated by either party by giving 30 days notice in writing to the other, if the other party commits any material or persistent breach of any term of this License and (in the case of a breach capable of being remedied) shall have failed within 30 days after the receipt of a written request to remedy the same.

## **26. Effect of Termination**

### **27. In the event of a termination of this License for any reason:**

**A. Instructor Licensee** shall immediately cease to make available to students or otherwise the whole or any part of the **Licensed Material**.

**B. Instructor Licensee** shall within 7 days delete any of the **Licensed Material** held on the **Licensee's** machines or network or which are otherwise in their possession or under their control and shall certify to the **Licensors** that this has been done, and that no copies in any media have been retained. **Instructor Licensee** will have their name and contact information automatically deleted as a Certified and Licensed **"Vianna's Rainbow Children's Instructor-Teacher"** from Licensors ThetaHealing website ([www.ThetaHealing.com](http://www.ThetaHealing.com)). **Instructor Licensee** may no longer teach **"Vianna's Rainbow Children's Classes"** nor produce **"Vianna's Rainbow Children's Manuals"** for said classes, and may not create related classes using said intellectual property. Further, the **"Vianna's Rainbow Children's Teachers Manual"** and the CD used to produce said manuals will be returned the **Licensors** at Vianna's Nature's Path, as well as any other materials relating to the **Vianna's Rainbow Children's Class.**"

**28. Force Majeure :** The parties accept no responsibility for breaches of this License occurring as a result of circumstances beyond their control.

**29. Waiver:** Any failure or delay by either party to exercise or enforce any right conferred by this License shall not be deemed to be a waiver of such right.

**30. Severability:** If any provision of this License is found to be invalid or unenforceable by a court of law of competent jurisdiction, such a finding shall not affect the other provisions of this License and all provisions of this License unaffected by such a finding shall remain in full force and effect.

**31. Variations:** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or by the authorized representative, Guy Stibal.

**32. Governing Law and Jurisdiction:** **Licensee** and **Licensors** agree that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho, United States of America. In addition, both parties agree that this License Agreement shall be considered to be valid world-wide, in every country, state and citizenry that is recognized as such. All obligations and agreements contained within this Agreement are considered valid despite any contrary laws in a particular country.

33. Licensee agrees that they have read undersigned and approved the present license permit that is composed of fifteen pages and is consisted of stipulations one through thirty three.

Dated this 22 day of August, 2008.

*Vianna Stibal*

\_\_\_\_\_  
Signature Licenser, Vianna Stibal,  
of Vianna's Nature's Path, or her Representative, Guy Stibal.

*Guy Stibal* *Anne Rose*  
\_\_\_\_\_  
Signature Instructor Licensee, ThetaHealing Representative, Rainbow Children Teacher- Instructor



**Information for the Website! Please print the following information clearly and legibly!**

Name to be entered into the ThetaHealing web site. Please print clearly.

MARINA ROSE

Other honorary titles:

Address information for the web site: www.dnathetahealing.com  
2210 Main Street, Suite 202  
Santa Monica, CA 90403

~~1214 Summit Drive~~ 1214 Summit Drive  
Topanga, CA 90290  
www.dnathetahealing.com.

Telephone contact number: 877-DNA-THETA

Fax number: \_\_\_\_\_

Email address: info@dnathetahealing.com.

# **EXHIBIT J**

# THETA HEALING INSTITUTE OF KNOWLEDGE™

A part of Nature Path, Inc.

1615 Curlew Drive, Ammon, Idaho 83406

## Contract for Theta Healing™ Disease & Disorder™ Teacher's Class

Student Name: \_\_\_\_\_

Student Address: \_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Class date: \_\_\_\_\_ Class location: \_\_\_\_\_

### 1 General

This is a contract between the Theta Healing Institute of Knowledge™ (THInK™) and you, a Student of Theta Healing™. Theta Healing™ is a system of energy healing techniques revealed to and developed by Vianna Stibal. The details of this system can be found in Vianna's various books and publications, and can also be learned in classes and seminars, such as this one, taught by Vianna and others.

You wish to learn directly from Vianna and the staff of THInK™ the techniques taught in the Theta Healing™ Disease & Disorder™ Teacher's Class. Perhaps you want to do this simply for your own benefit. But you may wish to make the benefits of the knowledge you will gain in this class available to the public by offering your services as a practitioner of Theta Healing™, or by teaching these techniques to others. Either way, it is important that you read and understand this Agreement.

IT IS ONLY BY ENTERING INTO THIS AGREEMENT WITH THE THETA HEALING INSTITUTE OF KNOWLEDGE THAT YOU WILL BE GRANTED THE LEGAL RIGHT TO HOLD YOURSELF OUT AS A THETA

THETA HEALING™ DISEASE & DISORDER™ TEACHER'S CLASS CONTRACT 1      Student's initials \_\_\_\_\_

HEALER®, OR A PRACTITIONER OR TEACHER OF THETA HEALING™. IF YOU DO NOT AGREE TO THE TERMS OF THIS CONTRACT, EVEN IF YOU SUCCESSFULLY COMPLETE THIS CLASS, YOU WILL NOT BE PERMITTED TO USE TRADEMARKS BELONGING TO THE THETA HEALING INSTITUTE OF KNOWLEDGE™, INCLUDING THETA HEALING™, THETA HEALER®, CERTIFIED BY VIANNA™, BASIC DNA™ COURSE, ADVANCED DNA™ COURSE, INTUITIVE ANATOMY™ COURSE, RAINBOW CHILDREN™ COURSE, MANIFESTING AND ABUNDANCE™ COURSE, DISEASE AND DISORDER™ COURSE, WORLD RELATIONS™ COURSE, OR DNA3™ COURSE.

### **1.1 Who are Nature Path, Inc., and the Theta Healing Institute of Knowledge™?**

We are Vianna Stibal and Guy Stibal. We live near Idaho Falls, Idaho. We are the owners and officers of the corporation Nature Path, Inc. After Vianna developed Theta Healing™ and began practicing and teaching it full time, it eventually became necessary to organize her activities as a business. So she founded Nature Path, Inc., an Idaho corporation. Nature Path, Inc. does business as the Theta Healing Institute of Knowledge™, which is registered as a private trade school with the State of Idaho. Nature Path, Inc. also has a retail store in Idaho Falls called Vianna's Nature's Path™.

### **1.2 Why are these terms trademarked?**

The purpose of a trademark is to let everyone in the world know the source of goods and services that are offered to the public. The owner of a trademark word, phrase or symbol is entitled to prohibit others from using the trademark to sell their own goods and services, because otherwise the public would be confused and misled about who the source of those goods and service is. The trademark system helps to ensure that buyers of goods and services know what they are getting and who they are getting it from. It helps protect the customer from being misled. And, it helps protect the reputation of the owner of the trademark from being damaged by what others do.

Obviously, we are concerned about the reputation of Theta Healing™. What we offer to students is knowledge. When we have passed this knowledge on to a student, the student is free to do with it whatever he or she wants. A student may add new elements to this knowledge, or take elements away from what we teach. This is fine – but if a student does this, what results, whether it is good or bad, is no longer what we teach – Theta Healing™. It is something else that we cannot vouch for or have any control over. Therefore, we choose not to have our name associated with it. We prefer to be in control of our own reputation. The trademark system allows us to control what is offered to the public as “Theta Healing™.” By claiming trademark rights in these words and symbols, we can make sure that only those students who practice and teach Theta Healing™ as we teach it are allowed to use our trademarks and call themselves “Theta Healers®.”

### **1.3 How can you use the trademarks if we own them?**

A major part of this Contract is what is called a "license agreement." A license is written permission from us granting you the privilege of using our trademarks so long as you comply with the terms of this contract.

### **1.4 What will be my rights and obligations under this Contract?**

By signing this Contract, attending all class sessions, paying all tuition and other fees required by THInK™, and successfully completing the course of study, you will be entitled for four years to the following as long as you comply fully with the terms of this Contract:

**You will be granted permission by us to use certain of our trademarks, such as Theta Healing™, Theta Healer®, Theta Healing Institute of Knowledge™, and Disease & Disorder™, so that you may hold yourself out as a practitioner of Theta Healing and a teacher of the techniques taught in this class.**

**You will be permitted to teach to others the techniques you learn in this class, and to collect from your students such tuition and fees as you see fit to charge them, and you will have no obligation to pay any portion of that tuition to us.**

**We will list your name, location, contact information and certifications on our website, if you request. You will be required to post information about classes you teach.**

**You will be permitted to recommend your students to us to be certified as Theta Healing™ practitioners (although we will not be obligated to certify any person if, in our discretion, we decide that certification would not be appropriate for any reason). Your students' names, locations and contact information may also be listed on our website, if they wish.**

**You will be obligated to practice Theta Healing™ under the terms and conditions set forth in this Contract.**

**You will be required to teach the Theta Healing™ Disease & Disorder™ class exactly as taught by Vianna and the staff of THInK™, using the manuals and other materials we require, without making any substantial additions to or subtractions from the curriculum, or any distortions of the concepts we teach. Our intent is to leave you free to bring your own style and spirit into the teaching of the class, while ensuring that you cover the important concepts and methods of this Theta Healing™ class without any alterations, additions or subtractions.**

**When teaching this course, you will be required to use as the course manual the latest edition of the book or books appropriate to this class. These may be any or all of the following books written by Vianna Stibal:**

*Go Up and Seek God; Go Up and Work With God; Theta Healing; Vianna's Teacher's Manual; The Theta Healing Practitioner Manual; Disease and Disorder; and Vianna's Advanced Manual; or any other book published after the date of this Contract which we*

may designate as the appropriate manual for this course. As of this date, we designate the following to be the manual for this course:

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**You will be required to attend updated classes or refresher courses or to attend additional classes as a condition of extending your certification beyond the term of this contract.**

**You will be obligated to comply with the other requirements of this agreement, the details of which are set forth below.**

## **2 Grant of License to Use Trademarks and Copyrighted Material**

### **2.1 Trademarks**

Upon successful completion of this class and certification by THInK, Vianna Stibal or an authorized representative will sign this Agreement and thereby grant you a four-year, non-exclusive license and right to use the following trademarks with respect to your practice and teaching of Theta Healing™:

Theta Healing™;

Theta Healer®;

Disease & Disorder™ (as well as the name of any other class in which you are certified);

Theta Healing Institute of Knowledge™ and logo and THInK™ and logo (subject to the following limitations: you may display and use the marks in a way that implies that you have been trained and certified by the Theta Healing Institute of Knowledge™. You may not use or display the marks in any way which implies that you are an affiliate of the Theta Healing Institute of Knowledge™, nor may you use any of the licensed marks to state or imply that you are, or are affiliated with, an "Institute" or "School" or similar formal institution of Theta Healing, unless you are specifically licensed to do so in a separate license agreement between us.);

Certified by Vianna™

You shall use the licensed trademarks only with respect to the advertising of Theta Healing™ practitioner services offered in conformity with Section 3 of this Agreement, and with respect to Theta Healing™ classes and seminars taught in conformity with Section 4 of this Agreement. In practicing and teaching you shall at all times comply with all terms of this Agreement, especially those terms regulating the quality of services offered to the public.

You may not license others, including your students, to use any of our trademarks.

In all uses you make of any of our trademarks, you will include a notation indicating that the mark is a trademark, such as "™". You will also include the following statement in all advertisements,

THETA HEALING™ DISEASE & DISORDER™ TEACHER'S CLASS CONTRACT 4      Student's initials \_\_\_\_\_

flyers, brochures or other documents you create, or have created for you, that use any of our trademarks and are large enough to include the statement: "Theta Healing™, Theta Healer®, Disease & Disorder™, Theta Healing Institute of Knowledge™, and Certified by Vianna™ are trademarks of Nature Path, Inc., Idaho, USA, and are used by permission."

You are authorized to use these marks in conjunction with your practice as a Theta Healer® or in conjunction with the teaching of classes to students, so long as all terms of this agreement are complied with. You may not form, operate or be associated with an entity calling itself a "School," "Institute" or other similar formal institution of Theta Healing™ unless specifically licensed by us to do so in a separate Agreement.

You agree to use the marks only in the form and manner which we may prescribe from time to time, and only with appropriate legends as we may from time to time prescribe. You agree that you will not use any of the licensed marks in combination with any other trademarks or service marks. We reserve the right to alter or quit using our existing trademarks, and adopt new trademarks. We reserve the right to instruct you to cease using a particular trademark that we have altered or quit using. If we determine that you are using one of the licensed marks in a way which in our sole opinion causes an injury of any kind to Nature Path, Inc., the practice of ThetaHealing™, other practitioners, teachers, students or patients of ThetaHealing™, or the value of the licensed trademarks, we reserve the right to limit your use of the marks, direct you in specific ways in which the mark may or may not be used, or revoke your right to use a mark altogether.

## **2.2 Copyrights**

You are granted no rights to copy, translate, print, distribute, adapt, alter, modify or create derivative works derived from any of our course manuals or other publications, other than as specifically set forth in this Agreement. Such rights may be licensed to you pursuant to a separate agreement to be entered into in writing, signed by both parties, granting specific and limited rights to copy certain materials for use by students. Any unauthorized copying of our manuals or other publications will be grounds for termination of this contract.

## **3 Terms of Practice of Theta Healing™**

### **3.1**

If after completing this course and being certified by THInK you hold yourself out as a practitioner of Theta Healing™, you shall at all times act and practice in an appropriate, professional and ethical manner. Any acts of unprofessional or unethical conduct may result in cancellation of your license to use the trademarks set forth in Paragraph 2.1 and revocation of your certification.



### 3.2

You acknowledge that Theta Healing™ is meant to be a supplement to medical treatment and treatment provided by other health care providers, not a substitute for it. You acknowledge that you have not received and will not receive any specific medical training or information through any classes taught by us. You agree that you will advise patients or clients who are under the care of medical doctors or other healing professionals to comply with all treatments that are prescribed for them. If at any time you have reason to believe that a patient or client suffers from a health or medical condition, you will advise him or her to seek medical attention as well as your services.

### 3.3

In advertisements or in your dealings directly with clients or students, you will not claim, suggest or represent in any way, that you have gained any specific medical knowledge as a result of the teachings of Theta Healing™. You will not claim that you have learned how to “cure” people as a result of the teachings of Theta Healing™. You will not advise any patient or client to change, alter, add to, or subtract from any medication or course of treatment prescribed by a medical doctor or any other medical professional, by reason of any examination or therapy performed using any of the techniques gained in this or any other class taught by us.

### 3.4

You will abide by and obey all laws, rules and regulations that apply to the practice of Theta Healing™ in your locality. You understand and agree that the Theta Healing Institute of Knowledge makes no representations or warranties that the practice of Theta Healing™ is legal in any given locality or jurisdiction.

### 3.5

You agree that you will defend, indemnify and hold us harmless from any claims, suits, actions, allegations, prosecutions or legal process of any kind arising out of, resulting from or relating to your practice or malpractice of Theta Healing™.

## 4 Terms of Teaching Theta Healing™

In addition to the terms of practice of Theta Healing™ set out in Section 3, as a teacher of Theta Healing™ you will have the following obligations:

### 4.1 Certification.

Upon successful completion of this class and certification by THInK, you will be permitted to teach Theta Healing™ Disease & Disorder™ as a certified instructor. This certification will be for a period of four years, subject to your compliance with the terms of this Agreement. Your certification may be renewed as set forth in Section 7.



#### **4.2 Responsibility for Teaching Activities.**

Upon certification, you may hold yourself out as a certified instructor of Disease & Disorder™ and offer to teach to others the methods, techniques and concepts taught to you in this class. All matters involved in your teaching of such classes, including scheduling, all expenses associated with them, and compliance with local laws and regulations, are entirely your responsibility. We make no representations that the teaching of such a class is legal in your locality.

You must notify us at least 14 days in advance of any class you intend to teach, and provide us the date, time and location for posting on our website, [www.ThetaHealing.com](http://www.ThetaHealing.com).

#### **4.3 Non-Discrimination.**

Your classes must be open to all qualified students. You will not discriminate against any person on the basis of race, religion, creed, sex or national origin.

#### **4.4 No Direct Certification of Students by You.**

You may not license, authorize or certify your students to identify or hold themselves out as Theta Healers® or practitioners of Theta Healing™, or sublicense to them the right to use any of the Trademarks identified herein. You may recommend to us that any student who has successfully completed your course be certified as a Theta Healer® and Theta Healing™ practitioner. We may, in our sole discretion, certify any such student as a Theta Healing™ practitioner, and license such student to use certain trademarks. See Section 6.

You may not authorize your students to teach Theta Healing™ to others, nor may you present or teach Theta Healing™ Teacher's Certification classes or seminars. The various Theta Healing™ Teacher's Certification Classes are taught only by the Theta Healing Institute of Knowledge™ and Vianna Stibal.

#### **4.5 Maintaining Integrity of Theta Healing™ Teachings.**

You agree to teach all of the processes, techniques, exercises, material and information substantially as presented to you in this class, the class manual, and our other current books and publications. You agree that in teaching this material, you will not knowingly or intentionally distort, add to, change, modify or "improve upon" the processes, techniques and information presented in this class and the associated books and manuals. You agree to teach the class in a manner as close as possible to the way we teach the class.

#### **4.6 No Mixing of Modalities Within a Course.**

All Theta Healing™ classes you teach, including this class, shall be taught separate from any classes you teach based on or concerning any other healing, energy or metaphysical modality. It shall be grounds for termination of this Agreement and revocation of your certification to teach a single class combining or mixing modalities. In addition, if you teach other Theta Healing™ classes in addition to this one, each class must be taught as a separate entity in a manner as close as possible to the way we teach a class

#### **4.7 Course Manual.**

You agree that you will use as the course manual the publication or publications identified in Section 1.4 above, or any revised manual or other publication which we may in our sole discretion identify as the current manual for this course. You agree not to reproduce, copy, duplicate, transmit into electronic form, print, adapt, translate or change in any substantial way any written or illustrative material contained in any of our publications or class manuals. You will provide each of your students for this class a copy of the approved publication identified in Section 1.4, or a translation approved by us. We agree to sell you sufficient copies of the course manual at wholesale prices to supply your students.

#### **4.8 Teaching Materials**

Any other materials used in the teaching of this class must be approved by and/or supplied by the Theta Healing Institute of Knowledge™. You must own a copy of the current edition of the manual identified above for this class, the book *Theta Healing*, the *Theta Healing™ Practitioner's Manual*, and *Vianna's Teacher's Manual*. The material you teach in your class must conform to the information in the approved course manual and the books identified above. In case of a conflict between the information in the approved course manual and the other books above, please check the publication dates and use the information contained in the most recent. Theta Healing™ classes and practices are constantly being updated as we learn about this modality, and it is important to keep up-to-date on new developments. You will be required to purchase newly revised manuals at the time of publication, and teach the updated material as contained in those manuals.

In the event you teach in a language other than English, you will use only a designated translation approved by us and copyrighted in the United States by Vianna Stibal. If no designated translation into the appropriate language is available, you may not translate it except with prior permission from us. Such a translation will be for your own use only. You must provide us a copy of the translation. The translation may not be copied or made available to students without our permission.

#### **4.9 Waiver and Application for Certification.**

You agree to have each of your students fill out and sign the Waiver and Application for Certification Form which we will provide you. You agree to provide us the information on page 1 of the form for each student to whom you teach this class.

#### **4.10 Attribution.**

In all advertisements, flyers, websites and other promotional materials for your Theta Healing™ classes and seminars, you will mention the name of Vianna Stibal as the founder of Theta Healing™. This attribution may be made in the following or other suitable form: "as taught by Vianna Stibal, founder of Theta Healing."

## **5 Terms of Inclusion in Theta Healing™ Practitioner and Teacher Directory**

By signing this Agreement, you authorize us to list your contact information, including your name, telephone number, email address, website and, at your option, physical address, in the Directory section of our website, [www.ThetaHealing.com](http://www.ThetaHealing.com), as a certified Theta Healing™ practitioner and instructor.

( ) Please check here and initial \_\_\_\_\_ if you do NOT want to be listed in our Directory.

Termination of this Agreement by either party for any reason will result in removal of your information from the Directory.

## **6 Certification of Students**

In the event you teach a class, you may issue Certificates of Completion to your successful students on the form which will be provided to you. You must also provide us, by mail or email, all of the information found on Page 1 of the Waiver and Application for Certification form, which you will have each student fill out and sign. This includes the full name, address, telephone number, email address, website or other relevant contact information for each student, and a statement from you certifying that each student has successfully completed the class and signed the Waiver and Application form. On review and approval by us, and at our discretion, we will issue each student his or her certification as a practitioner trained in the Disease & Disorder™ class, and authorize the student to hold himself or herself out as such, and to use the relevant trademarks. The student may be listed as a Practitioner in our Directory, unless he or she chooses not to be listed.

## **7 Renewal of Certification and License**

You must renew your Theta Healing™ Teacher's Certification every four years. You must register for and participate in an updated Teacher's Recertification Course or seminar given by THInK™ within four years of your date of certification. You may satisfy the requirement to take a Teacher's Recertification Course by either (1) taking the Disease & Disorder™ Teacher's Class or its equivalent at the time, (2) taking the Intuitive Anatomy Teacher's Class or its equivalent; or (3) taking some other class approved by THInK™ as a Teacher's Recertification Course. You acknowledge that the content of Theta Healing™ classes is constantly updated, and that as a Certified Teacher of Theta Healing™ you are expected and required to be knowledgeable of and current with the updated information, instructional materials, methods and techniques. We will offer recertification classes to you at a discount. If because of extenuating circumstances or other difficulties it is not possible for you to recertify as scheduled, you must contact the Theta Healing Institute of Knowledge to arrange for an alternative recertification. You agree that failure to recertify will be grounds for cancellation of this Agreement, revocation of your teacher's certification for all courses which you are qualified to teach, and removal from the Directory of Certified Instructors on our website.

## **8 Acknowledgment of Trademarks and Copyrights**

By signing this Agreement, you agree to acknowledge and honor our trademark rights and copyrights as follows.

### **8.1**

You acknowledge and agree that the trademarks identified in Section 2 above, and all other marks used by us, are valid trademarks and service marks of Nature Path, Inc., whether registered or not in the United States or any other country. You agree not to challenge the validity of the marks in the United States or any other country. You agree that you will not attempt to register in any country a mark that is based on, derived from or an imitation of any of our marks. You agree that any and all rights that you may acquire by use of the marks licensed to you in this agreement or elsewhere shall inure to the sole benefit of Nature Path, Inc. You agree to execute all papers we may reasonably request in order to further registration of, or to maintain registration of, or to renew, our marks, or to record you as a licensed and registered user of our marks, in any country in which you may reside or in which you use the marks.

### **8.2**

You further agree that you will not use any of the licensed marks or any part of them as a corporate or business name, as a URL for a website, as a domain name, as an email address, or as a mark for any goods or services of your own, other than as expressly permitted by this Agreement. You agree not to register in any country any name or mark resembling, including or confusingly similar to our trademarks. If you have filed any application for registration in any country for a mark which related to any name or mark which, in our sole opinion, is confusingly similar to one of our marks, or deceptive or misleading, you shall immediately abandon that application or, in our discretion, assign it to us. If you have registered a domain name in any country which consists of, in whole or in part, any of our trademarks, you shall immediately abandon that registration or transfer ownership of it to us, or sign an additional license agreement permitting you to use it. If it is necessary for us to file an action of some sort in opposition to your application proceedings, we may at our discretion require you to reimburse us for costs incurred in doing so, including attorney fees if necessary.

### **8.3**

If you learn of any person using any of our marks in or around your location without authorization, you agree to notify us as soon as possible.

### **8.4**

You agree that the copyright in our manuals and publications, including the manual for this class and all other books and publications you are required to use or may be required to use in the future, are the property of Nature Path, Inc. You agree you will not copy any of these materials except as expressly permitted in this Agreement or in a written addendum to it. You will not create any derivative works of any of our copyrighted material, including manuals, books, classroom

materials and other publications. Derivative works include but are not limited to audio recordings, reprints, audio-visual depictions, Powerpoint presentations, mail-order courses, books, new classes or any other work or depiction based any of our copyrighted materials.

## 8.5

We reserve the right to make changes to the contents of our publications at any time, or to change the manner of publication.

## 8.6

Your agreement to acknowledge and respect the trademark rights and copyrights of Nature Path, Inc. and Vianna Stibal will survive the termination of this Agreement or the termination of your rights as a Theta Healing™ practitioner and instructor.

# 9 Indemnification

You agree you will not hold Nature Path, Inc., its shareholders, officers, agents, employees or representatives, or any certified practitioner or teacher of Theta Healing™, liable for any adverse effects, injury, harm, illness or damage alleged to have been caused by the use of the methods and techniques of Theta Healing™. You agree you will indemnify and hold harmless Nature Path, Inc., its shareholders, officers, agents, employees or representatives, from any and all liability or loss resulting or arising from any claim made against you by any person for injury, illness, loss or damage of any kind, allegedly arising out of your practice or teaching of Theta Healing™.

You will have each student fill out and sign an enrollment form and waiver of liability substantially the same as one that we will provide to you.

# 10 Miscellaneous

## 10.1

This Agreement shall be governed by the laws of the State of Idaho, U.S.A. You agree that venue and jurisdiction for any lawsuit arising out of this Agreement shall be proper in the courts of the State of Idaho. You further agree that this Agreement shall be considered valid and binding in your jurisdiction, and may be enforced there at our option.

## 10.2

In the event any portion or provision of this Agreement is determined to be in violation of the laws of any State or Country in which either party seeks to enforce it, then such portion or provision shall be severed from the remainder of this Agreement, which will remain fully in effect as if it had never contained that portion or provision.



### 10.3

The failure of either party to this Agreement to insist upon full performance of any of the terms or conditions of this Agreement, or the waiver of a breach of any of the terms or conditions, shall not be construed as a waiver of full performance of such terms and conditions in the future.

### 10.4

This Agreement may only be modified by a writing signed by both parties.

### 10.5

You may terminate this Agreement at any time by notifying us. We will remove your name from the Directory of certified practitioners and teachers of Theta Healing. We may terminate this Agreement for your violation of any of the terms of this Agreement, or for your failure to renew your certification as set forth above.

### 10.6

Upon termination of this Agreement, you will no longer teach or instruct this class or any other class, or use any of the licensed trademarks for any purpose. You are to remove from all computers any stored electronic copies of any manuals or other materials given to you, and to return to us any CDs or other storage media we gave you at the time of this class or afterward containing electronic files of such materials. You will cease holding yourself as a Theta Healer® or practitioner or teacher of Theta Healing™. You will not teach any classes based on or derived from any of our copyrighted materials, including but not limited to class materials, books or other publications.

### 10.7

You agree you will not claim any kind of partnership, joint venture or other concerted business relationship with Nature Path, Inc., or Vianna Stibal.

### 10.8

This Agreement does not constitute an appointment by us of you as our representative or agent in any country, region or territory. You agree that Nature Path, Inc., through Vianna and Guy Stibal, have the sole authority to appoint an agent or representative for any region. In the event we appoint a representative or agent for your area or region, you agree to abide by the instructions given to you by the representative or agent in your conduct of teaching and practice of Theta Healing™.

### 10.9

If you have previously been certified as a teacher of this class, you agree that this Agreement supersedes any previous agreement and substitutes for it.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, AND THAT I UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

## Certification as Teacher of Theta Healing™ Disease & Disorder™

I, Vianna Stibal, President of Nature Path, Inc., and the Theta Healing Institute of Knowledge™, hereby certify and affirm that the person whose name and signature appears above has fulfilled all of the requirements to be Certified by this Institute a Teacher of Theta Healing™, trained in the Disease & Disorder™ class; and, until the end of four years from this date, or until revocation of this Certification for breach of the terms of this Agreement, said person is entitled to all of the rights and privileges of a Certified Teacher of Theta Healing™.

By: \_\_\_\_\_

Vianna Stibal, President or Guy Stibal Theta Healing Institute of Knowledge™

Date